

ALLOTMENT LETTER

Date:

To,
<Buyer_Name>
<Buyer_Address>

Dear Sir/Madam,

Ref: Allotment of Flat Type ' ' in Floor, Block at TEEN KANYA

Welcome to TEEN KANYA, Siddhantapara Main Road, Barrackpore, Kolkata – 700122

We are pleased to inform you that your application has been accepted and Flat Type ' ' in __ Floor, Block __ has been allotted in the name of _____ .

You need to execute the Sale Agreement within 15 days from the date of allotment of the above mentioned Flat and make the necessary payments as per the payment schedule of the company.

You shall execute necessary documents for registration as per the standard format of the company, on or before delivery of possession of apartment or earlier, as may be required.

Please note that this offer of provisional allotment shall not be treated as an agreement for sale or transfer.

We assure you of our best services at all times.

Thanking you,

For MANGALYA NIRMAN PRIVATE LIMITED

MANGALYA NIRMAN PVT. LTD.

Abhijeet Agarwal
Director

Authorized Signatory

GSTIN - 19AAFCM3745C1ZK

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20 _____,

By and Between

Mangalya Nirman Pvt Ltd (CIN no. U45400WB2008PTC122023), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 326 East Ghoshpara Road, Shyamnagar, 24 Parganas North, Pin – 743127 and its corporate office at Module 12, 13th Floor, Tower 1, Bengal Eco Intelligent Park, EM-3, Sector V, Salt Lake, Kolkata - 700091 (PAN – AAFCM3745C), represented by its authorized signatory (Aadhar no. 492644598267) authorized vide Board resolution dated 30th May 2018 hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

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).

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

DEFINITIONS:

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

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

- c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "**section**" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner of ALL THAT the piece and parcel of 'Bastu' land in R. S. Dag No. 1272, pertaining to R. S. Khatian No. 1123, 1121 & 1119, Touzi No. 108, 182 & 340, Re. Su. No. 15, J. L. No. 2, Mouza Chandanpukur, together with all easement rights, totally admeasuring 1035.5 square meters situated at 8/A, Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, within the municipal limits of the Barrackpore Municipality vide sale deed(s) dated 7 February 2012 registered as documents no. 1006, 1009 and 1010 at the office of the Sub-Registrar.

B. The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and 7 commercial shops and the said project shall be known as "TEEN KANYA".

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. The Barrackpore Municipality has granted the commencement certificate to develop the project vide approval dated 06/11/2017 bearing registration no. 165/PS-GF/Plinth/Bg, 166/PS-GF/Plinth/Bg and 167/PS-GF/Plinth/Bg ;

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

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 garage/covered parking no. _____ admeasuring _____ square feet in the [Please insert the location of the garage/covered 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 "Apartment" more particularly described in Schedule A and the floor plan or the 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. [*Please enter any additional disclosures/details*];

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 [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G.

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 [Apartment/Plot] as specified in para G.

1.2. The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price")) (Give break up and description):

Block No. _____	Rate of Apartment per square feet*
Apartment No. _____	
Type _____	
Floor _____	
Total price (in rupees)	

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

Explanation:

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

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

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

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

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective instalment 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. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which

is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that 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 [Apartment/Plot] as mentioned below:

- i. The Allottee shall have exclusive ownership of the [Apartment/Plot];
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, 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 [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] 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/plot, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/covered 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 shall be available only for use and enjoyment of the Allottees of the Project.

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

1.11. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] 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 the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated

time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Mangalya Nirman Private Limited payable at Kolkata

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 [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] 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 [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [Please insert the relevant State laws] and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] 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 [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature 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 [Apartment/Plot].

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 occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [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 occupancy certificate]. 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 occupancy certificate of the apartment/ plot, 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 [Apartment/Plot] — Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. and the Promoter shall give possession of the [Apartment/Plot] 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.

7.4. Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] 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 Allottee 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 or the competent authority, as the case may be, within thirty days 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 paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (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 him in respect of the [Apartment/Plot], 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 [Apartment/Plot] which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project;
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, Physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees 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 possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government 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 [Apartment/Plot] 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. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the 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 of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty—five days of it becoming due.

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

- ii. In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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 Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

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

11. MAINTENANCE OF THE SAID 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 has been included in the Total Price of the [Apartment/Plot].

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association 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 maintain the [Apartment/Plot] 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 [Apartment or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority 'or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the 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 facade 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 [Apartment/Plot] 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 [Apartment/Plot].

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 [Apartment/ Plot] 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 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 [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

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 said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE 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 [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 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 any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] 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 at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s MANGALYA NIRMAN PRIVATE LIMITED
Module 12, 13th Floor, Tower 1, Bengal Eco Intelligent Park, EM-3, Sector V, Salt Lake,
Kolkata - 700091

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

30. JOINTALLOTTEES:

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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Barrackpore 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 _____

Please affix
Name
Photographs
Address and
Sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
Name
Photographs
Address and
Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

MANGALYA NIRMAN PVT. LTD.
Abhejit Agarwal
Director

Please affix
Name
Photographs
Address and
Sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

**SCHEDULE 'A' — PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT]
AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH
BOUNDARIES IN ALL FOUR DIRECTIONS**

SCHEDULE 'B' — FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

The Purchaser has already paid Rs. _____/- (Rupees _____ only) as booking money and shall pay Rs. _____/- (Rupees _____ only) as an advance to the Vendor/Developer at the time of execution of this Agreement against the said Flat Type ' _ ', on the _____ and the Vendor/Developer shall accept the same and acknowledge the same by granting proper receipt to the Purchaser. The Purchaser has further agreed to pay the balance money of the purchase price of the said Flat in the manner indicated below as well as option given by the Purchaser:

- a) Rs. _____/- (Rupees _____ only) will be paid within 7 (seven) days from the date of completion of the Second Floor Roof casting.
- b) Rs. _____/- (Rupees _____ only) will be paid within 7 (seven) days from the date of completion of the Brick work and inside plastering of the respective Flat.
- c) Rs. _____/- (Rupees _____ only) will be paid within 7 (seven) days from the date of completion of the flooring, plumbing, sanitary and electrical work of the respective Flat.
- d) Rs. _____/- (Rupees _____ only) will be paid within 7 (seven) days from the date of completion of the fixation of the doors and windows of the respective Flat.
- e) Rs. _____/- (Rupees _____ only) will be paid within 7 (seven) days from the date of completion of the wall putty of the respective Flat.
- f) The Balance money of the purchase price being Rs. _____/- (Rupees _____ only) will be paid at the time of execution of the Sale Deed or at the time of giving possession of the said Flat, whichever is earlier.

SCHEDULE 'D' — SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ PLOT)

- a) Foundation: R.C.C. Foundation and framed structure for Ground plus Three storied building.
- b) Wall: External wall shall be made of 200 mm (8") thick clay brick wall. Partition wall between the Flats & Corridor shall be 125 mm (5") thick. Internal partition wall in each flat shall be 75mm (3") thick.
- c) Wall finish: Sand cement plaster on both sides of walls. Outside wall shall be painted with cement based color (Snowcem or similar). The inside wall of each flat shall be finished with wall putty and one coat primer over it.
- d) Floors: Marble will be laid on the floors with 4" high skirting.
- e) Doors: Door frames shall be made of Sal wood. All doors shall be made of standard wooden Door. On the main door magic eye, door stopper and lock shall be provided. All wooden surfaces shall be painted with one coat primer only.
- f) Windows: All windows shall be of Aluminum made anodised shutter panel sliding windows and glass fittings with integrated grill.
- g) Kitchen: Black stone cooking platform and 3' – 0" high Glazed Tiles over it with standard steel sink and one standard C. P. Tap.
- h) Toilet: 6' – 0" high Glazed Tiles on the walls will be provided. One standard white commode with cistern and one standard C. P. Tap shall be provided. The door of the Toilet shall be of PVC door.
- i) Drawing/Dining room: One Basin (white in Colour) with pillar cock will be provided.
- j) Electrification: All electrical work shall be of concealed wiring upto switch board only without any electrical fittings, as follows:-
- At Bed room, 2 light points, 1 fan point and 1 6Amp plug point.
 - 1 AC Point & TV cable point in any 1 bedroom.
 - At Living cum Dinning, 2 light points, 2 fan points, 1 6Amp plug point and 1 T. V. cable line point.
 - At Kitchen, 1 light point, 1 chimney point, 1 Water Purifier point and 1 16Amp plug point over the counter.
 - At Toilets, 1 light point & 1 Exhaust Fan point.
 - 1 Geyser point in any 1 Toilet.
 - At Balcony, 1 light point and 1 6Amp plug point.
 - At entrance door, 1 doorbell point.
 - 1 Washing Machine point & 1 Refrigerator point.
- k) Common electrical point such as for lighting of stairs, common corridor and entrance passage at the Ground Floor, parking space and pump for overhead reservoir shall also be provided.
- l) The Vendor/Developer will complete the electrification work of each flat upto individual main switch of the meter room only. For individual and common electrical facilities along with connection charges including installation materials from WBSEDCL upto main meter room, infrastructure development cost, security money, transformer & installation charges and other quotation charges are to be paid extra. The Purchaser will provide all the electrical fittings.
- m) If the Purchaser takes possession of his allocation before getting connection individually from WBSEDCL then he must pay the electric charges monthly extra for enjoying the electricity

in their Flats and common facilities. The Vendor/Developer shall decide the charges of the electricity then for that interim period.

n) All outer pipes including rain water, waste water pipes as well as outer common plumbing installation shall be of PVC type Pipes. All external soil vents shall be of PVC pipe.

o) Extra Work: Any extra work, addition & alteration in the flat other than the standard specification shall be done subject to the approval of the supervising Engineer and/or Architect of the project. The requisite extra cost as decided by the Vendor's/ Developer's authorized Engineer shall be deposited by the Purchaser to the Vendor/ Developer before execution of such work. Outside labour/mason shall be allowed after completion of total project with the permission of the Flat Owners' Association.

N. B.: The layout and specification given above are tentative and subject to minor alterations/modifications on account of technical reasons without any reference.

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

COMMON AREAS AND FACILITIES

1. Staircase on the floors & overhead room.
2. Staircase landing on all floors.
3. Lift and Lift-well.
4. Drains and sewers.
5. Open spaces, passages from the building to the main road, foundation, outer walls and all types of outer pipes and other common electrical, plumbing & sanitary installation.
6. Overhead reservoir.
7. Underground reservoir.
8. Septic Tank.
9. Roof of the Top Floor.
10. Water Supply: Submersible Pump will be utilised for water supply.
11. Proportionate undivided undemarkated share or interest in the common parking space reserved at the Ground Floor.

COMMON EXPENSES

- 1) All costs of lighting & maintenance of common areas, and also the outer walls of the building.
- 2) Proportionate share of electrical charges for Lift & Pump operation and maintenance.
- 3) The salary of Durwan, Care Taker, who may be appointed.
- 4) Insurance for insuring the building against riot, earthquake, fire, lighting and violence etc.
- 5) All charges and security monies to be deposited for the common facilities.
- 6) Municipal taxes and other outgoing save and except those are separately assessed on the respective flat.
- 7) Costs and charges of establishment for maintenance of the building.

CONVEYANCE DEED

THIS SALE DEED is made on this the ____ day of _____ of the Christian era.

BETWEEN

‘MANGALYA NIRMAN PVT. LTD.’ (PAN: AAFCM3745C), a Company, incorporated under the provisions of Companies Act. 1956, having its office at 326, East Ghosh Para Road, P. O. – Shyamnagar, P. S. – Noapara, District – North 24 Parganas, being represented by its Director, **MR. ABHIJIT AGARWAL** (PAN: AJZPA1342H) son of Late Om Prakash Agarwal, both are by caste Hindu, by nationality Indian, by profession Business, residing at AB 131, Sector – 1, Saltlake, P. O. – Bidhannagar, P. S. – Bidhannagar North, District – North 24 Parganas, Kolkata – 700064, hereinafter referred to as **‘the LAND OWNER/VENDOR/DEVELOPER’** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said Company, its successors-in-office, Director, administrators, legal representatives, assigns and/or nominees) of the **FIRST PART**.

AND

MR./MRS. _____ (PAN: _____) son/daughter of _____ by caste Hindu, by nationality Indian, by profession _____, residing at _____,

hereinafter jointly referred to as **‘the PURCHASERS’** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives, assigns and/or nominees) of the **SECOND PART**.

WHEREAS one James Mantosh son of Late Manmatho Nath Sarkar alias P. S. Mantosh was the recorded owner of a plot of Bagan Land measuring more or less 22 decimal in revisional settlement records situated at Mouza Chandanpukur, J. L. No. 2, Re. Su. No. 15, Touzi No. 108, 182, 340, comprised and contained in R. S. Dag No. 1272, under R. S. Khatian No. 1121, within the limits of Barrackpore Municipality, P. S. – Titagarh, District – North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore along with other properties.

AND WHEREAS one Daisy Victoria Mantosh alias Daisy Mantosh daughter of Late Manmatho Nath Sarkar alias P. S. Mantosh alias P. C. Mantosh was the recorded owner of a plot of Bagan Land measuring more or less 23 decimal in revisional settlement records situated at Mouza Chandanpukur, J. L. No. 2, Re. Su. No. 15, Touzi No. 108, 182, 340, comprised and contained in R. S. Dag No. 1272, under R. S. Khatian No. 1119 within the limits of Barrackpore Municipality, P. S. – Titagarh, District – North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore along with other properties.

AND WHEREAS one B. S. Mantosh alias B. M. Mantosh wife of Late Manmatho Nath Sarkar alias P. S. Mantosh alias P. C. Mantosh was the recorded owner of a plot of Bagan Land measuring more or less 22 decimal in revisional settlement records situated at Mouza: Chandanpukur, J. L. No. 2, Re. Su. No. 15, Touzi No. 108, 182, 340, comprised and contained in R. S. Dag No. 1272, under R. S. Khatian No. 1123 within the limits of Barrackpore Municipality, P. S. – Titagarh, District – North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore along with other properties.

AND WHEREAS the said B. M. Mantosh alias B. S. Mantosh died intestate leaving behind her James Mantosh and Daisy Victoria Mantosh alias Daisy Mantosh as here only legal heirs and successors to inherit her above said property.

AND WHEREAS the James Mantosh and Daisy Victoria Mantosh alias Daisy Mantosh became the joint owners and co-sharers of a plot of “Bagan” land measuring 22 deciamal in Dag No. 1272, under Khatian No. 1123, “Bagan” land measuring 22 deciaml in Dag No. 1272, under Khatian No. 1121, “Bagan” land measuring 23 decimal in Dag No. 1272, under Khatian No. 1119, lying and situated at Mouza Chandanpukur, J. L. No. 2, Re. Su. No. 15 Touzi No. 108, 182, 340 within the limits of Barrackpore Municipality, P. S. – Titagarh, District – North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore.

AND WHEREAS while thus seized and possessed the above said property said James Mantosh and Daisy Victoria Mantosh alias Daisy Mantosh executed two separate Will dated 8th day of September 1965 & 27th day of October 1983, respectively, in respect their shares of the above said Property.

AND WHEREAS after the demise of said James Mantosh the above said Will dated 8th day of September 1965 was submitted before the Ld. District Delegate at Alipore for Probate being its Case No. 302 of 1996 and subsequently the said Court granted Probate on 12th day of February 2001 for the said Will dated 8th day of September 1965 in favour of their legal heirs, who were the beneficiaries of the said Will.

AND WHEREAS after the demise of said Daisy Victoria Mantosh alias Daisy Mantosh the above said Will dated 27th day of October 1983 was submitted before the Ld. District Delegate at Alipore for Probate being its Case No. 99 of 2005 and subsequently the said Court granted Probate on 22nd day of July 2005 for the said will dated 27th day of October 1983, in favour of their legal heirs, who were the beneficiaries of the said Will.

AND WHEREAS one Kumari Shukla Roy had purchased ALL THAT the piece and parcel of ‘Bagan’ land measuring an area of 5 (five) Cottahas 3 (three) Chhittacks 27 (twenty seven) Sq. ft. along with undivided undemarkated half share of Eastern side 12’ – 0” wide common passage measuring an area of 7 (seven) Chittacks 5 (five) Sq. ft. totaling 5 (five) Cottahas 10 (ten) Chittacks 32 (thirty two) Sq. ft. more or less comprised in R. S. Dag No. 1272, pertaining to R. S. Khatian No. 1123, 1121 & 1119, Touzi No. 108, 182 & 340, Re. Su. No. 15, J. L. No. 2, Mouza Chandanpukur, together with all easement rights, situated and lying at 8/A/3, Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, within the municipal limits of the Barrackpore Municipality, vides one Sale Deed from David James Joel Joseph Mantosh & others, which was registered at the Office of the Additional District Sub Registrar, Barrackpore and recorded in Book No. I, CD Volume No. 12, Pages from 1497 to 1514, Being No. 03335, executed and registered on 6th day of April 2011.

AND WHEREAS the Vendor herein referred to above purchased the aforesaid property situated and lying at 8/A/3, Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, within the municipal limits of the Barrackpore Municipality, from said Kumari Shukla Roy, vide one Sale Deed, which was registered at the Office of the Additional District Sub Registrar, Barrackpore and recorded in Book No. 1, CD Volume No. 3, Pages from 1714 to 1732, Being No. 1010, dated 7th day of February 2012.

AND WHEREAS at present, ‘**MANGALYA NIRMAN PVT. LTD.**’, the said Company, the First Part herein, has become the Owner of the aforesaid property, by dint of said Sale Deed. Being thus seized and possessed of the said property, ‘**MANGALYA NIRMAN PVT. LTD.**’, has become the absolute OWNER of ALL THAT the piece and parcel of ‘Bagan’ land measuring an area of 5 (five) Cottahas 3 (three) Chhittacks 27 (twenty seven) Sq. ft. along with undivided undemarkated half share of Eastern side 12’ – 0” wide common passage measuring an area of 7 (seven) Chittacks 5 (five) Sq. ft. totaling 5 (five) Cottahas 10 (ten) Chittacks 32 (thirty two) Sq. ft. more or less comprised in R. S. Dag No. 1272, pertaining to R. S. Khatian No. 1123, 1121 & 1119, Touzi No. 108, 182 & 340, Re. Su. No. 15, J. L. No. 2, Mouza Chandanpukur, together with all easement rights, situated and lying at Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, within the municipal limits of the Barrackpore Municipality, more fully and particularly mentioned and described in the First Schedule hereunder written, hereinafter referred to as ‘the said premises’.

AND WHEREAS it is specifically stated that the singular number used in this Agreement for Sale shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

AND WHEREAS the Vendor/Developer herein already mutated the aforesaid holding in its name in the Assessment Record as well as the Tax Register Book of the local Barrackpore Municipality.

AND WHEREAS since then the Vendor/Developer has been enjoying each and every part of the said premises absolutely free from all encumbrances, interference and disturbances of any other person or persons whatsoever nature, etc.

AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, liens, lis pendens, attachments, trusts, acquisition, and/or requisition, etc. whatsoever or howsoever nature and the Vendor/Developer has good, free and clear marketable title to the said premises with right to assign and transfer its title to the third parties.

AND WHEREAS the Vendor/Developer herein being a Company is engaging with development work since last five years. Now, the Vendor is desirous of developing the said premises by constructing a multi-storied building in accordance with the Building Plan already sanctioned by the local Barrackpore Municipality, vide Memo No. 165/PS-GF/Plinth/Bg, dated 06/11/2017.

AND WHEREAS the Vendor/Developer has started the construction work of the Ground plus Three storied building on the said land situated at Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, under the Barrackpore Municipality.

AND WHEREAS the Purchaser has inspected and satisfied with the title deeds of the Vendor/Developer in respect of the land in question, sanctioned Building Plan, etc. and other necessary papers relating to the said land and has not raised any objection with regard thereto.

The name of the said project is ‘**TEEN KANYA**’ and shall not be changed by anybody.

AND WHEREAS the Purchaser approached the said Vendor/Developer to purchase one Flat, being Type ‘___’, which will be used for residential purpose on the _____ Floor of Block – ___ of the said under construction building being Holding No. ____, Siddhanta Para Main Road, P. O. –

Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, under the Barrackpore Municipality together with undivided impartible land in proportion covered under the said Building.

AND WHEREAS according to the proposal of the Purchaser, the Developer has entered into an Agreement for Sale with the Purchaser for selling him one Flat, being Type ‘___’, which will be used for residential purpose on the _____ Floor of Block – ___ of the said under construction building being Holding No. ____, Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, under the Barrackpore Municipality together with undivided impartible land in proportion covered under the said Building.

AND WHEREAS in the said Agreement it was stated that the Purchaser shall pay a sum of Rs. _____/- (Rupees _____ only) to the Developer herein being the price for the said Flat having undivided proportionate share of the land underneath the said building along with the undivided proportionate share of common areas and facilities, as more specifically described in the Third Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1) That in pursuance of the said Agreement and in consideration of the payment of the said sum of Rs. _____/- (Rupees _____ only) as full and final settlement (the receipt hereby written acknowledge and admitted by the Vendor & the Developer), the Vendor & the Developer hereby quit, release and discharge the Purchaser the said Flat Type ‘___’, at the _____ Floor in Block - ___ as mentioned in the Second Schedule of this Deed, the Developer as beneficial owner, hereby grant, transfer, sell and convey and the Vendor do hereby confirm and assure unto and to the use of the Purchaser the said complete Flat Type ‘___’, at the _____ Floor in Block - ___ with half of the depth in all the joints by & between its ceiling and the floor of the flat above and by between the partition wall of the other sides together with undivided impartible and/or proportionate share of interest in the land underneath the said building in which the said Shop is situated being more fully described in the First Schedule hereunder written with the other owners of the said budding, mote specifically and categorically described in the Second Schedule written hereunder

TOGETHER with proportionate undivided interest or share in the common areas and drains according to the Purchaser’s ownership share along with right to ingress and egress, shown in the Site Plan annexed hereto and Upon whatsoever the said unit and ALL THAT estate right title and interest claim and demand whatsoever the Vendor into or apart thereof TOGETHER WITH copies or all deeds and muniment of Title whatsoever in anywise exclusively relating to or concerning to the said land hereditaments and premises or any possession power which now or hereafter shall or may be in the possession power and control of the Vendor TOGETHER WITH the benefits of all covenant relating to any deed of Muniment of title whatsoever in any way relating to the said land or any part thereof TO HAVE AND TO HOLD own and possess the

same unto and to the use of the Purchaser, her heirs, executors, administrators, assigns that NOTWITHSTANDING any acts, deeds or things hereto before done, executed or knowingly suffered to the contrary the Developer and the Vendor are now lawfully seized and possessed of the said Shop free from all encumbrances attachments or defect in title whatsoever and that the Developer has full power and absolute authority to sell the said Shop in the manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive the rents, issues and profits thereof and shall also be entitled to sell mortgage, lease or otherwise alienate, transfer the said Shop hereby conveyed without lawful interruption claim or demand whatsoever by the Vendor or any person lawfully or equitably claiming form under in trust for them and FURTHER THAT the Vendor covenant with the Purchaser to have harmless indemnified and keep indemnified the Purchaser from or against all encumbrances claiming, through or under them or in trust shall at all times hereafter at the request and cost of the Purchaser claiming through or under them or in trust do and execute or cause to be done and executed all such further acts, deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said Shop and every part thereof unto and to the use of the Purchaser.

2) The Vendor and the Developer do and each one of them doth hereby covenant with the Purchaser as follows:

a) The interest which the Vendor and Developer prefers to transfer subsists and that they have good right, fully and absolutely authority to grant, convey, transfer, assign and assure their respective interest in the said unit and undivided proportionate share of the said land together with common portions, common parts and easement rights, electrical installation and other parts, paths, passages and all other properties and right in the said land and building hereunder granted, conveyed, transferred, assigned and assured unto the Purchaser in the manner aforesaid.

b) It shall be lawful for the Purchaser from time to time and at all times hereinafter to enter into and upon the holding enjoy the said unit and undivided proportionate share in the said land including the common portions, common parts, easement right, electrical installations and other common parts, paths, passages in the said building and every part thereof and to receive the rents, issues and profits thereof without any interruptions disturbances, claims, and/or demands whatsoever from or by the Vendor and the Developer or any of them or any person or persons claiming through or under or in trust for them.

c) The said unit and the undivided proportionate share of the said land including the common paths and passages and all other properties hereby conveyed in the said building and freed and discharged from and against all manner of encumbrances, trust, liens, lis pendences, etc. whatsoever save those expressly mentioned herein.

3) The Purchaser does hereby covenant with the Vendor and the Developer as follows:-

a) That the Purchaser shall use the said Flat Type ‘ ___ ’, at the _____ Floor in Block - ___ for residential purposes.

b) That the Purchaser shall also like wise to pay from the date of the possession of the said unit the proportionate shares or the consolidated municipal taxes which shall be payable from time to time and all other impositions including the betterment fees, if any in that behalf which shall be deemed between the Purchaser and all other purchasers and/or owners and/or occupiers of the said multi storied building.

c) The Purchaser shall be a member of association to be formed consisting of all the purchasers and/or owners and/or occupiers of other units for the purposes of their management administrations maintenance and up-keep on the said premises and in particular the common parts of the said multi storied building and the common portions of the said premises.

d) The Purchaser shall duly observe and perform all rules articles and regulations of the association and as the case may be from time to time and/or adopt and the purchasers and/or owners and/or occupiers of other units shall be actually vesting management and control of the said premises, common portions and common parts by such association and all such persons including the Purchaser shall observe and perform all other stipulations and conditions relating to use and enjoyment of the said building as aforesaid.

e) As and when the association shall be formed as aforesaid, the Purchaser shall sign and execute from time to time and at all times and when required necessary applications for membership of the association and all other papers and documents required from time to times in connection with the same in accordance with the relative provisions of all and/or directions that shall be given by the authority concerning such association.

1. That the Purchaser shall do the following: -

a) To use the said unit and all common passages carefully and peacefully and equally and in the manner reasonably required and indicated herein or in the rules and regulations framed by the ASSOCIATION upon its formation or for the user thereof.

b) To use all the paths and passages only for the purposes of egress and ingress and for no other whatsoever unless permitted by the Association upon its formation.

c) The Purchaser shall also be entitled to sell, mortgage, lease, let or otherwise alienate the property hereby conveyed, subject to the terms herein contains to anyone without the consent of the Vendor or the Developer or any other co-owner who may have acquired before and who may hereafter acquire any such rights, title or interest similar to those acquired by the Purchaser under the terms of this Sale Deed.

2. While using the said unit or any parts of the common portions the Purchaser shall not do any of the following acts, deeds, & things.

a) Obstruct the association in its acts, to the common purposes.

b) Violate any of the rules and regulations lay down in respect of the user of the housing complex.

c) Injure, harm or damages the common part or the common portions, or any other units in the said multistoried budding making any alterations or withdrawing any support or otherwise.

3. The Purchaser shall not do the following:-

a) Alter any outer portion or elevation or colour schemes of the said unit of the said building.

b) Throw or accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse within the said units in the places indicated thereof.

- c) Place or caused to be placed any articles or object in the common part or common portions save as to be permitted by the Association.
- d) Carry on or out or caused to be carried on by obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral or any other activities in the said unit or anywhere also in the housing complex.
- e) Do or permit to be done which is likely to cause nuisance or annoyance to the occupier of the other units in the said multi storied building.
- f) Put to or affix any sign board, name plate or other similar articles in any common part or the common portions or outside walls of the said multistoried building (specially not above the Ground Floor roof line as well as not covering the balcony/windows of the road/passage side First Floor flat) save at the place expressly permitted by the ASSOCIATION upon its formation.
- g) Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said unit or the common part or the common portions.
- h) Keep any domestic animals or pets save in the manner permitted by the Association and other authority or authorities concerned.
- i) Affix or draw any wires, cables, pipes etc. from and to or through any common parts or common portions or other units save in the manner as mentioned herein or be permitted by the Association.
- j) Keep or store any heavy articles or things that are likely to damages the floor and/or operate any machine inside the said unit.
- k) The Purchaser shall at no time be entitled to demand partition of his interest in the said building and/or the said land and it is being agreed that the Purchaser's interest therein is impartible.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of 'Bastu' land measuring a net area of **5 (five) Cottahas 3 (three) Chhittacks 27 (twenty seven) Sq. ft.** along with undivided undemarkated half share of Eastern side 12' – 0" wide common passage measuring an area of 7 (seven) Chittacks 5 (five) Sq. ft. totaling **5 (five) Cottahas 10 (ten) Chittacks 32 (thirty two) Sq. ft.** more or less out of the total land area comprised in **R. S. Dag No. 1272**, pertaining to R. S. Khatian No. 1123, 1121 & 1119, Touzi No. 108, 182 & 340, Re. Su. No. 15, J. L. No. 2, **Mouza Chandanpukur**, together with all easement rights, situated and lying at **8/A, Siddhanta Para Main Road**, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at **Ward No. 3**, within the municipal limits of the **Barrackpore Municipality**, which is butted and bounded by:

ON THE NORTH: Property of 'MANGALYA NIRMAN PVT. LTD.'

ON THE SOUTH: 15' – 0" wide Siddhanta Para Main Road.

ON THE EAST : 12' – 0" wide common passage.

ON THE WEST : Land of Indian Railway.

THE SECOND SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE FLAT

ALL THAT one _____ corner residential Flat being Type '___', on the _____ **Floor of Block** – __, measuring **covered area of** _____ **Sq. ft.**; plus an area of __ Sq. ft. for the proportionate area of stair, passage at that Floor; plus an area of __ Sq. ft. for common share in the two wheeler parking space reserved at the Ground Floor; plus an area of _____ Sq. ft. for common areas (being 25%), measuring **super built up area of** _____ **Sq. ft.** more or less together with the specification more fully described in the Third Schedule having undivided impartible proportionate share in the land and/or common facilities of the Ground plus Three storied building namely 'TEEN KANYA', situated and standing on the land more fully stated in the First Schedule, being Holding No. 8/A, Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, under the limits of Barrackpore Municipality.

COMMON AREAS AND FACILITIES

1. Staircase on the floors & overhead room.
2. Staircase landing on all floors.
3. Lift and Lift-well.
4. Drains and sewers.
5. Open spaces, passages from the building to the main road, foundation, outer walls and all types of outer pipes and other common electrical, plumbing & sanitary installation.
6. Overhead reservoir.
7. Underground reservoir.
8. Septic Tank.
9. Roof of the Top Floor.
10. Water Supply: Submersible Pump will be utilised for water supply.
11. Proportionate undivided undemarkated share or interest in the common parking space reserved at the Ground Floor.

COMMON EXPENSES

- 1) All costs of lighting & maintenance of common areas, and also the outer walls of the building.
- 2) Proportionate share of electrical charges for Lift & Pump operation and maintenance.
- 3) The salary of Durwan, Care Taker, who may be appointed.
- 4) Insurance for insuring the building against riot, earthquake, fire, lighting and violence etc.
- 5) All charges and security monies to be deposited for the common facilities.
- 6) Municipal taxes and other outgoing save and except those are separately assessed on the respective flat.
- 7) Costs and charges of establishment for maintenance of the building.

IN WITNESS WHEREOF, the Parties hereto have set and put their respective signatures and seals on the day, month, and year first above written.

Signed and Delivered by the Parties

at 8/A, Siddhanta Para Main Road,

Barrackpore, in the presence of:

1)

MANGALYA NIRMAN PVT. LTD.

Abhijeet Agarwal
Director

2)

LAND OWNER/VENDOR

DEVELOPER

Prepared and Drafted on the

basis of the information furnished

by both the Parties by:

PURCHASERS

KALLOL ROY

ADVOCATE

MEMO OF CONSIDERATION

Already received from the within mentioned Purchaser the within mentioned sum of Rs. _____/- (Rupees _____ only) as booking money and also receive Rs. _____/- (Rupees _____ only) as an advance, on this date.

Witness:

1)

2)

MANGALYA NIRMAN PVT. LTD.

Abhijeet Agarwal
Director

LAND OWNER/VENDOR