

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") is executed on this ____ day of ____ Two Thousand and Twenty Four **BETWEEN** (i) **SWASTIC PRANITI PRIVATE LIMITED** (formerly Swastic Vidrik Realty (P) Ltd. and Swastic Griho Nirman (P) Ltd.) (PAN AALCS0043B) (CIN U45400WB2007PTC117062) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019, P.S. Gariahat, P.O. Ballygunge, (ii) **PRANITI PROJECTS PRIVATE LIMITED** (formerly Vidrik Realty (P) Ltd.) (PAN AADCV8958Q) (CIN U45400WB2007PTC117062) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 227/2, A.J.C. BOSE ROAD, room No. 104, 1st floor, Mangal Jyoti, Kolkata 700 020 PO Lala Lajpat Rai Sarani, PS Ballygunge (iii) **UDAY BHANU BHATTACHARYA** (PAN ADPPB1613A & Aadhaar 4980 2611 4203) son of Late Anadinath Bhattacharya, by faith Hindu, by occupation retired, (iv) **ASHANI BHATTACHARYA** (PAN BEGPB2777G & Aadhaar 2927 1062 7841) son of Mr. Udaybhanu Bhattacharya, by faith Hindu, by occupation service both presently residing at No. 107, S. P. Mukherjee Road, Kolkata 700 026, PO Kalighat, PS Kalighat and (v) **ANWESHA BANDOPADHYAYA** (PAN BZNPB5225R & Aadhaar 6362 5438 0469) wife of Mr. Sreekamal Bandhopadhyaya by faith Hindu, by occupation Housewife presently residing at 2nd floor, House No. 5, J. K. Sarkar Road, ward No. 5, Lower Dumaram Busty, Opposite HDFC Bank, PO & PS Kurseong, District Darjeeling, West Bengal and are herein represented by their constituted attorney **Swastic Praniti Private Limited** (formerly Swastic Vidrik Realty (P) Ltd.) a company within the meaning of the Companies Act, 2013 and presently having its registered office situate at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge, PS Gariahat duly appointed vide power of attorney dated 2nd August 2021, registered with the District Sub Registrar – V, Alipore, South 24 Parganas in Book No. 1, volume No. 1630 – 2021, page from 100274 to 100301 being No. 163002733 for the year 2021 through one of its directors **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia an Indian national, by faith Hindu by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019 PO Ballygunge PS Gariahat, hereinafter collectively referred to as the **OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of the individuals their respective heirs, executors, administrators, legal representatives and assign/s and in case of the company its respective successor, successor in interest and assign/s) of the **FIRST PART**

AND

[if the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar 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, executors, administrators and permitted assignees).

[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, _____, (Aadhar no. _____) 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

OR

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar 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 assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar 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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). [Please insert details of other allottee(s), in case of more than one allottee] of the **SECOND PART**

AND

SWASTIC PRANITI PRIVATE LIMITED (formerly Swastic Vidrik Reality (P) Ltd. and Swastic Griho Nirman (P) Ltd.) (PAN AALCS0043B) (CIN U45400WB2007PTC117062) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019, P.S. Gariahat, P.O. Ballygunge 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) of the **THIRD PART**;

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

WHEREAS:

- 1A. By an Indenture dated 12th July 1939 and registered with the Sadar Joint Sub-Registrar at Alipore in Book No. I, volume No. 8, in pages 124 to 131 being deed No. 722 for the year 1939 Bejoy Krishna Pramanick alongwith Barendra Nath Pal Chowdhury, Harihar Mullick, Kali Krishna Pramanick and Hare Krishna Pramanick sold transferred and conveyed unto and in favour of Sir Upendra Nath Brahmachari **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 08 cottahs be the same a little more or less together with the two storied building thereon all lying situate at and/or being the premises No. 124/3 (formerly 124/3 and 124/3A), Russa Road in Dihi Panchannagram Division 6 Sub-Division Q Holding No. 61, Thana Tollygunj, Sub – Registration Office Alipore in the District of 24 Parganas (hereinafter referred to as the said **PROPERTY OF UNB**) for the consideration and in the manner as contained and recorded therein.
- 1B. By the deed of gift dated 03rd August 1942 and registered with the District Sub – Registrar, Alipore in Book No. I, volume No. 59 in pages 193 to 196 being No. 2350 for the year 1942 the said Sir Upendra Nath Banerjee gave, conveyed, granted and transferred unto and in favour of his daughter Sova Rani Devi wife of Dr. Radha Krishna Banerjee **ALL THAT** the said Property of UNB in the manner as contained and recorded therein.
- 1C. Upon physical measurement, the land area comprised in the said Property of UNB has been found to ad-measure an area of 08 cottahs and 10 chittacks be the same a little more or less and the said Property of UNB was thereafter numbered as municipal premises No. 107, Dr. Shyama Prasad Mukherjee Road, Kolkata 700 026 in ward No. 84 of the Kolkata Municipal Corporation within the jurisdiction of the Tollygunge Police Station (hereinafter referred to as the said **PREMISES NO. 107**).
- 1D. The said Sova Rani Banerjee was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 08th January 1979 leaving behind her surviving her husband the said Dr. Radhakrishna Banerjee and two sons namely Arun Banerjee and Dr. Probhat Banerjee as her only surviving legal heirs and/or representatives.
- 1E. The said Dr. Radhakrishna Banerjee, Arun Banerjee and Dr. Probhat Banerjee thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises No. 107 free of all encumbrances whatsoever and/or howsoever.
- 1F. The said Dr. Probhat Banerjee was during his lifetime governed by the Dayabhaga School of Hindu Law and resided in Canada died intestate on 14th July 1988 leaving behind him surviving his wife namely Leila Joan Banerjee and two sons namely Ross Crawford Banerjee and Neal John Banerjee as his only legal heirs and/or representatives.
- 1G. The said Leila Joan Banerjee, Ross Crawford Banerjee and Neal John Banerjee not being desirous of coming to India and having any share and/or right into or upon the said

Premises No. 107, by the Indenture of Release dated 27th April 1989 the said Leila Joan Banerjee, Ross Crawford Banerjee and Neal John Banerjee released and relinquished all their respective right, title, interest claim and/or demand into or upon the said Premises No. 107 absolutely and forever unto and in favour of Dr. Radhakrishna Banerjee and Arun Banerjee in the manner as contained and recorded therein.

- 1H. The said Dr. Radhakrishna Banerjee during his lifetime made and published his last will and testament dated 08th April 1990 whereby and wherein he gave bequeathed and demised unto and in favour of his grandson namely Udayan Banerjee **ALL THAT** his undivided one-half part and/or share into or upon the said Premises No. 107 in the manner as contained and recorded therein.
- 1I. The said Dr. Radhakrishna Banerjee died testate on 23rd April 1994.
- 1J. The executor to the said last will and testament dated 08th April 1990 of the said Dr. Radhakrishna Banerjee namely Arun Banerjee applied for and obtained the probate in respect of the last will and testament dated 08th April 1990 of the said Dr. Radhakrishna Banerjee from the District Delegate at Alipore, South 24 Parganas Act 39 Case No. 114/94 on 03rd June 1997.
- 1K. The said Arun Banerjee was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 18th October 2010 leaving behind him surviving his only son namely Udayan Banerjee as his only legal heir and/or representative since his wife namely Annapurna Banerjee predeceased him on 11th December 1999.
- 1L. By an agreement dated 14th May 2012 and registered with the ADSR Alipore in Book No. I, CD volume No. 20 in pages 2209 to 2237 being No. 03927 of 2012 the said Udayan Banerjee granted the exclusive right of development of the said Premises No. 107 in the manner and upon the terms as contained and recorded therein which was subsequently revised vide agreement dated 11th February 2013 and registered with the ADSR Alipore in Book No. I, CD volume No. 4 in pages 4239 to 4272 being No. 00991 for the year 2013.
- 2A. By an Indenture dated 06th March 1952 and registered with the Sub-Registrar of Alipore, Sadar in Book No. I, volume No. 20, in pages 153 to 157 being deed No. 1445 for the year 1952 Krishna Chaitanya Ghose, Gobinda Prosad Ghose, Hrishikesh Ghosh, Dhrubajyoti Ghosh and Saroshi Bala Ghose sold transferred and conveyed unto and in favour of Sabita Kumar Mitra Mustafi **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 02 cottahs and 04 chittacks be the same a little more or less together with the building thereon lying situate at and/or being the premises No. 124/2C, Russa Road in Dihi Panchan nagram Division Thana Tollygunj, Sub – Registration Office Alipore in the District of 24 Parganas together with the 05 feet wide passage in common for the consideration and in the manner as contained and recorded therein.

- 2B. The said premises No. 124/2C, Russa Road was thereafter numbered as municipal premises No. 109E, Dr. Shyama Prosad Mukherjee Road, Kolkata 700 026 in ward No. 84 of the Kolkata Municipal Corporation within the jurisdiction of the Kalighat Police Station (hereinafter referred to as the said **PREMISES NO. 109E**).
- 2C. The said Sabita Kumar Mitra Mustafi was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 15th January 1991 leaving behind him surviving his widow namely Atreyee Mitra Mustafi and one daughter namely Sucheta Bhattacharya as his only surviving legal heirs and/or representatives.
- 2D. The said Atreyee Mitra Mustafi was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 12th May 1993 leaving behind her surviving her only daughter namely Sucheta Bhattacharya as her only surviving legal heir and/or representative.
- 2E. The said Sucheta Bhattacharya was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 01st February 2016 leaving behind her surviving her husband namely Uday Bhanu Bhattacharya, one son namely Ashani Bhattacharya and one daughter namely Anwesha Bandopadhyaya as her only legal heirs and/or representatives.
- 2F. The said Uday Bhanu Bhattacharya, Ashani Bhattacharya and Anwesha Bandopadhyaya, thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises No. 109E free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, tenancies, trespass whatsoever and/or howsoever.
- 2G. By an agreement dated 02nd August 2021 and registered with the District Sub Registrar – V – South 24 Parganas, Alipore in Book No. I, volume No. 1630-2021, page from 96616 to 96669 being No. 163002639 of 2021 the said Uday Bhanu Bhattacharya, Ashani Bhattacharya and Anwesha Bandopadhyaya granted the exclusive right of development in the manner and upon the terms as contained and recorded therein.
- 3A. By an Indenture dated 12th May 1933 and registered with the District Sub Registrar of 24 Parganas Alipur in Book No. I, volume No. 52 in pages 39 to 46 being No. 1896 of 1933 Bishnu Pada Mukhopadhyay, Balaram Mukhopadhyay and Hari Pada Mukhopadhyay sold transferred and conveyed unto and in favour of Dr. Anath Nath Basu **ALL THAT** the piece or parcel of land containing by ad-measurement an area of 02 cottahs 05 chittacks and 39 sq. ft. be the same a little more or less and lying situate at and/or being portion of the Municipal premises No. 124/2, Russa Road subsequently numbered as 124/2D, Russa Road within the municipal limits of the Calcutta and thereafter named and numbered as municipal premises No. 109F, Shyama Prosad Mukherjee Road, Kolkata 700 026 PS Tollygunge together with right in common over and along the 04 feet wide strip of land

leading from Russa Road (now Shyama Prosad Mukherjee Road) and as shown on the map or plan annexed to the Indenture dated 12th May 1933 and together with right in common over and along the 05 feet wide passage leading from Russa Road (now Shyama Prosad Mukherjee Road) as mentioned in the Indenture dated 11th April 1932 (hereinafter referred to as the said **PREMISES NO. 109F**) for the consideration and in the manner as contained and recorded therein.

- 3B. The said Dr. Ananth Nath Basu thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises No. 109F as absolute and sole owner thereof free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, tenancies, trespass whatsoever and/or howsoever.
- 3C. The said Dr. Ananth Nath Basu during his lifetime made and published his last will and testament dated 31st March 1966 whereby and wherein the said Dr. Ananth Nath Basu upon his death gave and demised unto and in favour of six sons namely Ramendra Nath Basu, Malay Kumar Basu, Tarun Kumar Basu, Arun Kumar Basu, Bijan Kumar Basu and Biman Kumar Basu absolutely and forever **ALL THAT** the said Premises No. 109F subject to the life interest of residence of his wife namely Preetibala Basu and that of residence of his two unmarried daughters namely Ratna Basu and Jharna Basu until the time the two daughters are married.
- 3D. The said Dr. Ananth Nath Basu died testate on 02nd April 1966.
- 3E. The executors to the last will and testament dated 31st March 1966 of the said Dr. Ananth Nath Basu (since deceased) applied for grant of probate in respect of the last will and testament dated 31st March 1966 of the said Dr. Ananth Nath Basu (since deceased) before the Ld. District Judge at Alipore in Case No. 16 of 1968 and the same was granted on 03rd December 1969.
- 3F. The said Ratna Basu married on 04th June 1967 in accordance with the Hindu Rites and Customs and after her marriage the said Ratna Basu took on the name of Ratna Ghosh as such her right of residence at the said Premises No. 109F came to an end.
- 3G. The said Jharna Basu married on 22nd July 1977 in accordance with the Hindu Rites and Customs and after her marriage the said Jharna Basu took on the name of Jharna De and as such her right of residence at the said Premises No. 109F came to an end.
- 3H. The said Preetibala Basu died on 20th April 2000 and as such her life interest of residence at the said Premises No. 109F came to an end.
- 3I. The said Tarun Kumar Basu was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 23rd December 2000 and being a bachelor left behind him surviving his five brothers namely Ramendra Nath Basu, Malay Kumar Basu, Arun Kumar Basu, Bijan Kumar Basu and Biman Kumar Basu and three sisters namely Krishna Mitra, Ratna Ghosh and Jharna De as his only surviving legal heirs and/or representatives.

- 3J. The said Arun Kumar Basu one of the legal heirs of the said Tarun Kumar Basu (since deceased) applied before the Hon'ble High Court at Calcutta for grant of Letters of Administration of the property and credits of the said Tarun Kumar Basu (since deceased) in his favour and the same was granted in PLA No. 39 of 2002 on 22nd July 2003.
- 3K. By a deed of conveyance dated 25th September 2012 and registered with the ADSR Alipore in Book No. I, CD volume No. 34 in pages 2989 to 3007 being No. 07708 of 2012 Ramendra Nath Basu, Malay Kumar Basu, Arun Kumar Basu, Bijan Kumar Basu and Biman Kumar Basu and the Estate of Late Tarun Kumar Basu sold transferred and conveyed unto and in favour of Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. **ALL THAT** the said Premises No. 109F for the consideration and in the manner as contained and recorded therein.
- 4A. By an Indenture dated 11th April 1932 and registered with the Sadar Registration Office Alipore in Book No. I, volume No. 44 in pages 01 to 07 being No. 1343 of 1932 Sachindra Mohan Ghose, Krishna Chaitanya Ghose and Gobinda Prosad Ghose sold transferred and conveyed unto and in favour of Bishnu Pado Mukhopadhyay, Balaram Mukhopadhyay and Hari Pado Mukhopadhyay **ALL THAT** the piece or parcel of land containing by ad-measurement an area of 04 cottahs 13 chittacks and 20 sq. ft. be the same a little more or less and lying situate at and/or being Municipal premises No. 124/2, Russa Road within the Municipal limits of Calcutta (hereinafter referred to as the said **ENTIRE LAND**) together with full and free right liberty of way and passage over and along the 05 feet wide passage leading from Russa Road (now Shyama Prosad Mukherjee Road) and as shown on the map or plan annexed to the Indenture to be used in common with the owner of the land on the rear side of the said Land for the consideration and in the manner as contained and recorded therein.
- 4B. By an Indenture dated 12th May 1933 and registered with the District Sub Registrar of 24 Parganas Alipur in Book No. I, volume No. 52 in pages 39 to 46 being No. 1896 of 1933 Bishnu Pada Mukhopadhyay, Balaram Mukhopadhyay and Hari Pada Mukhopadhyay sold transferred and conveyed unto and in favour of Dr. Anath Nath Basu **ALL THAT** the piece or parcel of land containing by ad-measurement an area of 02 cottahs 05 chittacks and 39 sq. ft. be the same a little more or less and lying situate at and/or being portion of the Municipal premises No. 124/2, Russa Road subsequently numbered as 124/2D, Russa Road within the municipal limits of the Calcutta together with right in common over and along the 04 feet wide strip of land leading from Russa Road (now Shyama Prosad Mukherjee Road) and as shown on the map or plan annexed to the Indenture dated 12th May 1933 and together with right in common over and along the 05 feet wide passage leading from Russa Road (now Shyama Prosad Mukherjee Road) as mentioned in the

Indenture dated 11th April 1932 and for the consideration and in the manner as contained and recorded therein.

- 4C. By an Indenture dated 16th January 1956 and registered with the Sub – Registrar Alipore Sadar in Book No. I, volume No. 18 in pages 08 to 21 being No. 282 for the year 1956 the said Bishnu Pada Mukhopadhyay and Balaram Mukherjee sold transferred and conveyed unto and in favour of Hari Pada Mukherjee **ALL THAT** the undivided two third part and/or share into or upon the piece or parcel of land containing by ad-measurement an area of about 02.22 cottahs together with the partly two and partly three storied building all lying situate at and/or being municipal premises No. 109/G, Shyama Prosad Mukherjee Road (formerly 124/2, Russa Road) together with 04 feet wide strip of land running along the southern boundary of the premises No. 109/G, Shyama Prosad Mukherjee Road and appertaining thereto but subject to the right to use the strip in common and together with the right over the 05 feet wide common passage running along the southern boundary thereof (the entirety of 109/G along with rights and properties appurtenant thereto is hereinafter referred to as the said **PREMISES NO. 109G**).
- 4D. The said Hari Pada Mukherjee thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises as absolute and sole owner thereof free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, tenancies, trespass whatsoever and/or howsoever.
- 4E. The said Haripada Mukherjee during his lifetime made and published his last will and testament dated 05th March 1979 registered with the Sub – Registrar, Alipore in Book No. I, volume No. III, pages 104 to 107 being No. 42 of 1979 whereby and wherein the said Haripada Mukherjee upon his death gave and demised unto and in favour of his two sons namely Alope Mukherjee and Anjan Mukherjee absolutely and forever **ALL THAT** the said Premises subject to the life interest of residence of his wife namely Sm. Prativa Mukherjee.
- 4F. The said Haripada Mukherjee died testate on 15th August 1989.
- 4G. The executors to the last will and testament dated 05th March 1979 of the said Haripada Mukherjee (since deceased) applied for grant of probate in respect of the last will and testament dated 05th March 1979 of the said Haripada Mukherjee (since deceased) before the Ld. District Delegate at Alipore 5th Assistant District Judge in Case No. 07 of 1990 and the same was granted on 28th September 1991.
- 4H. The said Sm. Prativa Mukherjee died on 17th March 1991 and as such the life interest of residence came to an end.
- 4I. By the deed of conveyance dated 25th September 2012 and registered with the ADSR Alipore in Book No. I, CD volume No. 34 in pages 3685 to 3703 being No. 07709 of 2012 Alope Mukherjee and Anjan Mukherjee sold transferred and conveyed unto and in favour

of Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. **ALL THAT** the said Premises No. 109G for the consideration and in the manner as contained and recorded therein.

5A. By the Deed of Conveyance dated 11th February 2013 and registered with the ADSR Alipore in Book No. I, CD volume No. 4 in pages 4664 to 4674 being No. 00989 for the year 2013 Udayan Banerjee sold transferred and conveyed unto and in favour of Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. **ALL THAT** the un-demarcated and undivided 50 Sq. ft. super built up area into or upon the brick built building together with the undivided proportionate share in the land lying situate at the said Premises No. 107 for the consideration and in the manner as contained and recorded therein.

5B. By the Deed of Conveyance dated 11th February 2013 and registered with the ADSR Alipore in Book No. I, CD volume No. 4 in pages 4323 to 4334 being No. 00990 for the year 2013 the said Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. sold transferred and conveyed unto and in favour of Udayan Banerjee **ALL THAT** the un-demarcated and undivided 50 sq. ft. super built up area into or upon the brick built building together with undivided proportionate share in the land lying situate at the said Premises No. 109G and the said Premises No. 109F for the consideration and in the manner as contained and recorded therein.

5C. By the Deed of Conveyance dated 30th September 2013 and registered with the ADSR Alipore in Book No. I, CD volume No. 33 in pages 1621 to 1631 being No. 07989 for the year 2013 the said Sucheta Bhattacharya sold transferred and conveyed unto and in favour of the said Swastic Griho Nirman (P) Ltd., Vidrik Realty (P) Ltd. and Udayan Banerjee **ALL THAT** the un-demarcated and undivided 50 Sq. ft. super built up area into or upon the brick built building together with the undivided proportionate share in the land lying situate at Premises No. 109E together with undivided proportionate share in the land comprised in the common passage for the consideration and in the manner as contained and recorded therein.

5D. By the Deed of Conveyance dated 30th September 2013 and registered with the ADSR Alipore in Book No. I, CD volume No. 33 in pages 1610 to 1620 being No. 07990 for the year 2013 the said Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. sold transferred and conveyed unto and in favour of the said Sucheta Bhattacharya **ALL THAT** the un-demarcated and undivided 50 sq. ft. super built up area into or upon the brick built building together with undivided proportionate share in the land lying situate at Premises No. 107, Premises No. 109F and Premises No. 109G for the consideration and in the manner as contained and recorded therein.

5E. The name of the said Swastic Griho Nirman Private Limited was changed to Swastic Vidrik Realty Private Limited and subsequently to Swastic Praniti Private Limited and similarly the name of Vidrik Realty Private Limited was changed to Praniti Projects Private Limited.

5F. Thus, in the circumstances Swastic Praniti Private Limited, Praniti Projects Private Limited, Udayan Banerjee, Uday Bhanu Bhattacharya, Ashani Bhattacharya and Anwesha Bandopadhyaya became the absolute owners of **ALL THAT** the piece or parcel of land measuring about 16 cottahs 04 chittacks and 37 sq. ft. be the same a little more or less and this land area includes all common passage that were in common between them and all such right upon the common passage stood merged and nobody has any right over any common passage together with the buildings and other structures standing thereon and all lying situate at and/or being municipal premises Nos. 107, Dr. Shyama Prasad Mukherjee Road, 109/E, Shyama Prasad Mukherjee Road, 109/F, Shyama Prasad Mukherjee Road and 109/G, Shyama Prasad Mukherjee Road, Kolkata 700 026, ward No. 84 of the Kolkata Municipal Corporation within the jurisdiction of the Kalighat Police Station and the same has been amalgamated as one single municipal premises No. in the records of the Kolkata Municipal Corporation as 107, Dr. Shyama Prasad Mukherjee Road having KMC assessee No. 110842100380 (hereinafter referred to as the said **PREMISES**) morefully and particularly mentioned and described in the **SCHEDULE A** hereunder written.

- A. The said Premises is earmarked for the purpose of building primarily a "Residential" project comprising a single building having multistoried building ("**Building**") and having Units of various sizes and specifications and the said project shall be known as "**Sharnam**" ("**Project**");
- B. In terms of the Development Agreement, 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 Owners regarding the said Premises on which Project is to be constructed have been completed;
- C. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide sanction No. 2023080097 dated 20th January 2024;
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from the KMC. 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;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under registration No. _____;
- F. The Allottee had applied for a Unit in the Project and has been allotted the Unit as permissible under the applicable law and of pro rata share in the Common Areas (the Unit hereinafter referred to as the "**Apartment**", more particularly described in **Part II of Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**);

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.
- H. 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;
- I. 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;
- J. 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 on ownership basis.

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:

DEFINITIONS AND INTERPRETATIONS

A. Definitions

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"Apartment" shall mean the said Unit/Apartment as mentioned in the **Part II** of the **Schedule A** hereunder written;

"Apartment Acquirers" shall mean persons who acquire apartments in the Project;

"Applicable Interest Rate" shall mean the rate of interest prescribed under the Act from time to time;

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Association" shall mean the body to be created by the Apartment Acquirers;

"Building" shall mean the new building under construction at the said Premises as per

the plan sanctioned;

“Carpet Area” shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area.

“Cancellation Charges” shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter’s policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement

“Common Areas” shall mean collectively the areas, amenities and facilities specified in **Schedule E** for the common use and enjoyment of all the Allottees/occupiers of the Project;

“Said Premises” shall have the same meaning as ascribed in Recital A of this Agreement;

“Effective Date” shall mean the date of execution when the Agreement comes into force;

“Exclusive Balcony/Verandah/Open Terrace Area” or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee.

“Extras & Deposits” shall mean the costs and deposits as specified herein and to be paid by the Allottee to the Promoter in the manner hereinafter provided;

“Force Majeure” shall have the meaning ascribed to it in the Act;

“Maintenance Charges” shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

“Mutual Easements and Reserved Matters” shall mean the easements and rights specified in **Schedule H** herein and reserved to the Promoter and/or the Association;

“Net Area” shall mean sum of the carpet area of the Unit and EBVT area.

“Car parking Space” shall mean the open to sky parking space or the covered car parking space or the slot in the multi-level car parking as the case maybe and specified in the Part – II of the Schedule A hereunder written;

“Payment Plan” shall mean the schedule of payment prescribed in Schedule C;

“Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act, as amended and/or substituted;

“Unit” shall mean each unit of occupancy in the Project, being a Flat and the expression **“units”** shall be construed accordingly.

B. Interpretation

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

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 as specified in Part II of the Schedule A hereto.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs._____/= (Rupees _____ only) ("**Total Price**"), the break-up and description of which is as provided herein below:

Apartment No. ____ Type _____ Floor _____	Rate per sq. ft. of carpet area Rs._____/=
Cost of Carpet Area of Apartment	Rs._____/=
Cost of EBVT	Rs._____/=
Cost of Car Park	
Consideration for the Apartment Which is inclusive of: The Booking Amount	Rs._____/= (Rupees _____ only)
Maintenance Deposit	Rs._____/=
Taxes (GST)	Rs._____/=
Total price (in Rupees)	Rs._____/=

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;*
- ii. 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:*
- iii. 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;*
- iv. Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department*
- v. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated 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;*
- vi. The Total Price of Apartment includes inter-alia recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, taxes, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.*

1.3 The Allottee has paid a sum of Rs. [___] (Rupees [___] only) as booking amount ("**Booking Amount**") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. The Booking Amount forms part of the Total Price and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan 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.

1.4 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.

- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 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** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, 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 changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the net 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 net area. The total price payable for the net area shall be recalculated upon confirmation by the Promoter. If there is reduction more than 3% in the net area then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase more than 3% in the carpet area allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan, with annual interest at the rate prescribed in the Rules, from the date when such amount was due. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.
- 1.9 Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership rights of the Unit and the Car Parking Space;
 - (ii) The Allottee shall also have the right of use of undivided proportionate share in

the rights of 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 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project
- (iv) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Building (s) and Common Areas including common facilities and amenities.

1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Car 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 Premises 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.

1.11 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, 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 therefore by such authority or person.

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 the Promoter.

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 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, 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 to the Allottee and the common areas to the Association 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 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 such authorities 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:

7.1 Schedule for possession of the Apartment

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association 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 along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 31st December 2028 unless there is delay or failure due to 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. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan. 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 (less any taxes collected from the Allottee) received by the Promoter, from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (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.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure for taking possession

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottee is not in breach of any of his obligations under this Agreement, the Promoter shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate. [Provided that, in the absence of local law, the deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) 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, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall hand over the photo copy completion/ occupancy certificate of the Apartment to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges as specified in Clause 7.2 (“**Deemed Possession**”) and also pay demurrage charges to the Promoter at the rate of Rs.50,000/- (Rupees Fifty Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the apartment.

7.4 Possession by the Allottee

After obtaining the completion/occupancy certificate and handing over physical possession of the 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 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 hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

7.5 Cancellation by Allottee

7.5.1 The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

7.5.2 Provided that subject to clause 7.5.3 below, where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 12 (twelve) months' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to clause 7.5(iii) below, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

7.5.3 Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee.

7.5.4 It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation

The Promoter/ Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

1. The Owner has absolute, clear and marketable title with respect to the Said Premises; the requisite rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the Said Premises for the Project;
2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
3. There are no encumbrances upon the Said Premises or the Project as on the Effective Date;
4. There are no litigations pending before any Court of law or Authority with respect to the Said Premises, Project or the Apartment;
5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Apartment 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 and Common Areas;
6. 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;
7. The Owner/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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
8. The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in this Agreement;
9. At the time of execution of the deed of conveyance the Promoter shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the

- Common Areas to the Association or the competent authority, as the case may be;
10. The Land 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 Said Premises;
 11. 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 outgoing, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and
 12. 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 Owner/Promoter in respect of the Said Premises and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified 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 clause '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 Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.
- 9.2 In 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 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, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the

Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the 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, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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 any of the payments within the due dates 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. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated:
- (iii) Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- (iv) Provided further that all amounts collected as taxes, charges, levies, cess,

- assessments and impositions and cenvat claimed and/or deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- (v) The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Promoter or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.
- (vi) Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions
- (vii) In the event construction of the wing or floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 months due to Applicable Law, the Promoter shall have the option to terminate this Agreement. In such an event the Promoter shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.
- (viii) Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

10. DEED OF CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Clause 1.2 under the

Agreement from the Allottee, shall execute a deed of conveyance and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottee.

Provided that, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. 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 deed of conveyance in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

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 the Allottees. The cost of such maintenance has been included in the Total Price of the 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 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 Allottee 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 shall have rights of unrestricted access of all Common Areas, Car Parking/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Service Areas: The service areas, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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.

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 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 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 and keep the Apartment, 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 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.
- 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 and/or maintenance agency appointed by Association. 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 an 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 disclosed, except for as provided in the Act.

18. 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. 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. 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, 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 the Promoter shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation. Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. 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 and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the-case of other Allottees.
- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

27. 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 bears to the total net area of all the Apartment in the Project.

28. 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.

29. 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 the office of the Promoter 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 Registrar of Assurances, Kolkata or District Registrar, North 24 Parganas. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. 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 as mentioned hereinabove. 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.

31. 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.

32. SAVINGS:

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

33. 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.

34. 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 or as amended from time to time.

35. OTHER TERMS AND CONDITIONS

The Parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottees to be respectively paid observed and performed, as the case may be.

- 35.1.1 The undivided proportionate share in the land upon which the building stands in the said Premises and attributable to the said Apartment shall always remain to be indivisible and variable.
- 35.1.2 The Allottee shall not make in the said Apartment any structural additional and/or alterations such as beams and column, partitions, walls or hammering or chiselling for constructing rafters, false-ceilings or improvements of a permanent nature except with the prior approval in writing of the Promoter or with the sanction of the Municipal Authority and/or any concerned authority as may be required.
- 35.1.3 The Promoter shall have the right, without any approval of the Allottee in the said New Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra – ordinary in relation to any unsold flat in the said New Building and the Allottee agrees not to raise objections or make any claims in this regard.
- 35.1.4 In the event of the Promoter constructing any additional floor/s over and above the present sanction after obtaining sanction from the concerned authorities, the Promoter shall be entitled to construct, erect and complete the same and also connect and join the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and all other connections and installations of the said Building and no further and/or other consent and/or concurrence of the Allottee and/or any person claiming through and/or under him/her shall be necessary and/or required and this agreement shall be deemed to be the consent of the Allottee in this regard.

35.2 Extras

As included in the Total Price as referred to in Clause 1 of this Agreement, the Allottee has agreed to pay the following amount to the Promoter (Extras & Deposits):

Extras & Deposits:

CESC Security Deposit: On Actuals

Maintenance Deposit: Rs. _____/=

35.3 Electricity supply:

In case the CESC Ltd. ("**CESC**") /any other electricity supply agency decides not to provide individual meters to the Building (s) and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC / any other electricity supply agency, as per the norms of CESC / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

35.4 Payment of Total Price and Extras prior to Possession:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Apartment.

36. STAMP DUTY VALUE:

For the purpose of stamp duty valuation and actual consideration price as per the Income Tax Act, the value is Rs. _____ /= (Rupees _____
— — — — —) only.

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

SIGNED AND DELIVERED BY
THE WITHIN NAMED **OWNERS**:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY
THE WITHIN NAMED **ALLOTTEE**:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY
THE WITHIN NAMED **PROMOTER**:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Schedule A
Part – I
(“Said Premises”)

ALL THAT ALL THAT the piece or parcel of land containing by ad-measurement an area of about 16 (sixteen) cottahs 04 (four) chittacks and 37 (thirty seven) sq. ft. be the same a little more or less together with the buildings and other structures standing thereon lying situate at and/or being municipal premises No. 107, Dr. Shyama Prasad Mukherjee Road (including 109E, Shyama Prosad Mukherjee Road, 109F, Shyama Prosad Mukherjee Road and 109G, Shyama Prosad Mukherjee Road upon amalgamation), Kolkata 700 026 all in ward No. 84 of the Kolkata Municipal Corporation all within the jurisdiction of the Kalighat Police Station and is butted and bounded in the manner as follows: -

ON THE NORTH: By municipal premises No. 105, S. P. Mukherjee Road;

ON THE EAST: Partly by premises No. 48, Satish Mukherjee Road & partly by municipal premises No. 52A, Satish Mukherjee Road;

ON THE WEST: By KMC Road named as S. P. Mukherjee Road;

ON THE SOUTH: By municipal premises Nos. 109A, 109B, 109C & 109D, S. P. Mukherjee Road;

OR HOWSOEVER OTHERWISE the same are is was or were heretofore-butt bounded called known numbered described or distinguished.

Part – II
(“Apartment”)

ALL THAT the Unit No. ____ having carpet area of ____ square feet and Exclusive Balcony Or “EBVT Area”, having area of ____ square feet aggregating to a Net area of ____ square feet, type _____ on the _____ floor in the Building (“Unit”) now in course of construction on the said Premises **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

Schedule B
[The floor plan of the Apartment] Attached Hereto
Schedule C
Payment Schedule

1.	On Application:	05%
2.	Within 30 days from Application	15%
3.	On Foundation	10%
4.	On Casting of slab of the Apartment	20%
5.	On Brickwork of the Apartment	10%
6.	On Internal plaster of the Apartment	10%
7.	On Installation of Windows of the Apartment	05%
8.	On laying of Wiring and plumbing of the Apartment	10%

- | | | |
|-----|---|-----|
| 9. | On laying of Flooring of the Apartment | 10% |
| 10. | On or before completion of the Apartment & possession thereof | 05% |

Schedule D

[Specifications, Amenities, Facilities of the Apartment]

- STRUCTURE** : Building designed on RCC frame and foundation.
- FLOORING** : Tiles flooring with 4" skirting.
- KITCHEN** : Flooring in tiles with work top in stone and tiles.
- BATHROOM** : Flooring in tiles with wall dados with ceramic tiles upto 5 feet height and C. P. fittings
- SANITARY WARE**: Standard fittings of white colour of ISI;
- ELECTRICAL** : Concealed copper wiring with adequate electrical points with switches and safety circuit breakers;
- DOORS** : Frame and flush doors;
- WINDOWS** : Aluminum with glass panel.
- LIFT** : Of adequate capacity.
- INTERNAL WALLS**: Plaster of Paris over cement plastering.
- EXTERIOR** : Cement based painting.
- LOBBY** : Decorated facade of Lift & lobby;
- SECURITY & ORS.:** Intercom point in living/dining

Schedule E

[Common Areas]

1. The foundation, columns, beams, supports, corridors, lobbies, stair, stairway, landing, entrance, exists and pathways.
2. Drain and sewerage from the said Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Premises.
4. Toilet in the ground floor of the Premises for the use of durwans/ drivers, maintenance staff of the said Premises.
5. Lift, lift well, lift machine and space thereof.
6. Boundary walls of the Premises including outside walls of the building and main gates.
7. Water pump and motor with installation and space thereof.
8. Overhead and underground water reservoir water pipes and other common plumbing installations and space required thereto.
9. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required thereof.
10. Ultimate roof of the said New Building;