

“INNARA VISTA”;**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20

By and Between

- (1) **JIVEL INFRA NIRMAN LLP (PAN AATFJ9080G)** a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET, KOLKATA-700016, WEST BENGAL, represented by its Designated Partner **SRI MAHESH KUMAR SINGHANIA** (having **PAN AMBPS8508E & AADHAR No. 3047 7629 7859**) son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEAR E SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL.
- (2) **JIVEL NIWAS LLP (PAN AATFJ9042L)**, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Designated Partner **SRI MAHESH KUMAR SINGHANIA** (having **PAN AMBPS8508E & AADHAR No. 3047 7629 7859**) son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL.
- (3) **JIVEL PROJECTS LLP (PAN AATFJ9079P)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Designated Partner **SRI MAHESH KUMAR SINGHANIA** (having **PAN AMBPS8508E & AADHAR No. 3047 7629 7859**) son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL.
- (4) **JIVEL REALTY LLP (PAN AATFJ9043M)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Designated Partner **SRI MAHESH KUMAR SINGHANIA** (having **PAN AMBPS8508E & AADHAR No. 3047 7629 7859**) son of

Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL.

- (5) **KKRISHIV AWAS LLP (PAN ABBFK1345A)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA 700001, represented by its Designated Partner **SRI ABHISHEK ROONGTA** (having **PAN AHZPR6983P & AADHAR No. 2141 1578 5375**), son of Sri SUBHASH KUMAR ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.
- (6) **TVISHA AWAS LLP (PAN ----- AAVFT4987A)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA 700001, represented by its Designated Partner **SRI ABHISHEK ROONGTA** (having **PAN AHZPR6983P & AADHAR No. 2141 1578 5375**), son of Sri SUBHASH KUMAR ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.
- (7) **SHREYANGSHI AWAS LLP (PAN AFDFS6116F--)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA 700001, represented by its Designated Partner **SRI KAILASH ROONGTA** (having **PAN ACIPR3837J & AADHAR No. 2531 0419 6113**), son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.
- (8) **SHREYANGSHI BUILDERS LLP (PAN AFDFS7274J)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA 700001, represented by its Designated Partner **SRI KAILASH ROONGTA** (having **PAN ACIPR3837J & AADHAR No. 2531 0419 6113**) son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.
- (9) **SRI SANTOSH K ROONGTAA** (having **PAN ADDPR5812P & AADHAAR 9431-9737-5051**), Son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. - Bidhannagar, P.S. Bidhannagar North, Kolkata - 700064, District - North 24 Parganas, by faith - Hindu, by Nationality - Indian, by occupation – Professional.
- (10) **SRINATH SECURITIES PRIVATE LIMITED** (having **PAN AAECs8222M**) (CIN: **U67190WB1995PTC071683**) a Private Limited Company, incorporated with the Companies Act, having its registered Office at 25, R.N. Mukherjee Road, 4th Floor, Suite F, Mission Court, P.O. R.N. Mukherjee Road, P.S. Hare Street, Kolkata 700001, represented by its one of the Director **SRI SANTOSH K ROONGTAA** (having **PAN ADDPR5812P** and **AADHAAR 9431-9737-5051**), Son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. - Bidhannagar, P.S. Bidhannagar North, Kolkata - 700064, District - North 24 Parganas

(11) SMT. PUNITA SINGHANIA (having **PAN AKUPS1006N** and **AADHAAR 9668 2711 5710**), Wife of Sri MAHESH KUMAR SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL, by faith - Hindu, by Nationality - Indian, by occupation – Business.

(12) M K SIGHANIA & SONS HUF (having **PAN AACHM5435P**), having it's principal place of business at 20, Mandeville Garden, P.O. & P.S. - Ballygunge, Kolkata - 700019, represented by its Karta SRI MAHESH KUMAR SINGHANIA, having **PAN AMBPS8508E** and **AADHAAR 3047 7629 7859**, son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the LLP's are concerned their respective Partners; in respect of the Companies their successors or successors-in-office; in respect of HUF, the Karta and in respect of individuals their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

(hereinafter jointly called and referred as OWNERS)

The **OWNERS** are being represented by **DAZZLE HOUSING & REALTY LLP, (LLPIN ACO 7304 & PAN : AAEFZ0667J)**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Partners **(1) SRI MAHESH KUMAR SINGHANIA, (PAN: AMBPS8508E & AADHAAR: 3047 7629 7859)** son of Late **RAM GOPAL SINGHANIA**, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at 19, Dr. U.N. Brahmachari Street, Flat-18-19B, 18th & 19th Floor, Circus Avenue, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata - 700017, West Bengal, **(2) SRI ABHISHEK ROONGTA (PAN AHZPR6983P & AADHAAR No. 2141 1578 5375)** son of Sri SUBHASH KUMAR ROONGTA, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL, **(3) SRI SAARTHAK SRIMAL (PAN-BLKPS8414G & AADHAAR NO. 249638293752)**, Son of Rabindra Srimal, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at PS Magnum, Flat-1B, Block-4, VIP Road, Kaikhali, Rajarhat, Kolkata - 700052, District - North 24 Parganas, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the LLP's are concerned their respective Partners; in respect of the Companies their successors or successors-in-office; in respect of HUF, the Karta and in respect of individuals their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**,

– A N D –

DAZZLE HOUSING & REALTY LLP, (LLPIN ACO 7304) (PAN:AAEFZ0667J), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Partners **(1) SRI MAHESH KUMAR SINGHANIA, (having PAN - AMBPS8508E & AADHAAR No. - 3047 7629 7859)** son of Late RAM GOPAL SINGHANIA, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at 19, Dr. U.N. Brahmachari Street, Flat-18-19B, 18th & 19th Floor, Circus Avenue,

P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata -700017, West Bengal, **(2) SRI ABHISHEK ROONGTA (having PAN AHZPR6983P & AADHAR No. 2141 1578 5375)** son of Sri SUBHASH KUMAR ROONGTA, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL, **(3) SRI SAARTHAK SRIMAL (having PAN- BLKPS8414G & AADHAAR NO. 249638293752)**, Son of RABINDRA SRIMAL, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at PS Magnum, Flat-1B, Block-4, VIP Road, Kaikhali, Rajarhat, Kolkata - 700052, District - North 24 Parganas, **hereinafter referred to as the PROMOTER / DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

- A N D -

[If the Allottee is an individual]

Mr. _____, (Aadhaar no. _____) son of aged about ----- years, residing at (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

[or]

[If the Allottee is more than an individual/joint owners]

1) Mr. _____, (Aadhaar no. _____) son of aged about ----- years, residing at (PAN _____), 2) Mr. _____, (Aadhaar no. _____) son of aged about ----- years, residing at (PAN _____),

hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

[or]

[If the Allottee is the company]

(CIN No. _____), a company

incorporated under the provision of the companies act, [1956 or 2013, as the case may be], having its registered office at (PAN - _____),

represented by its authorized signatory (Aadhaar No. _____) duly authorized vide board resolution dated hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the **THIRD PART**:

[or]

[If the Allottee is the Partnership Firm or a LLP]

a partnership firm (or a Limited (or

A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at (PAN - _____), represented by its authorized Partner, _____ (Aadhaar 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 the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns) of the **THIRD PART**:

[or]

[If the Allottee is a HUF]

Mr..... (PAN No.....) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the **THIRD PART**:

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

WHEREAS:

- A. The Owners are seized and possessed of and/or sufficiently entitled to **ALL THAT** Bagan land presently converted to Bahutal Abasan measuring an area of **40 Decimal**, more or less, as 7500 share out of 53 Decimal, comprising in **R.S. & L.R. Dag No. 99** and Danga land presently converted to Bahutal Abasan measuring an area of **17 Decimal**, more or less, as 10000 share out of 17 Decimal, comprising in **R.S. & L.R. Dag No. 155** and Danga land presently converted to Bahutal Abasan measuring an area of **06 Decimal**, more or less, as 10000 share out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 157** and Danga land presently converted to Bahutal Abasan measuring an area of **49 Decimal**, more or less, as 10000 share out of 49 Decimal, comprising in **R.S. & L.R. Dag No. 158** and Danga land presently converted to Bahutal Abasan measuring an area of **06 Decimal**, more or less, as 10000 share out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 159**, i.e. **Total 118 Decimal or 1.18 [One point one eight] Acre**, more or less, all are recorded under **L.R. Khatian No. (Old 1288) and presently 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926, 3927, 3928** lying and situated at **Mouza - Digberia**, J.L. No. 74, Re. Su. No. 28, Touzi No. 146, P.S. - Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, Ward No. 2, being Holding No. 203/J, Digberia Road, Kolkata-700128, District - North 24 Parganas, hereinafter collectively referred to as the "SAID LAND", more fully described in SCHEDULE-'A' hereunder written and externally bordered in color in the Plan annexed hereto and marked Annexure -'A';
- B. **That ALL THAT** piece and parcel of land measuring an area of **30.50 Decimal**, be the same a little more or less, out of an area 61 Decimal. Comprising in R.S. & L.R. Dag Nos. 157, 158, 159 under R.S. Khatian Nos. 56 & 114 corresponding to L.R. Khatian No 130/1 & 412 lying and situated at **MOUZA – DIGBERIA**, J.L. No. – 74, Re. Su. No. 28, P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, within the local limits of Madhyamgram Municipality, District North 24 Parganas, was originally belonged to Madan Mohan Saraff and he became owner of the said property by purchasing the same from Nandalal Jha, by a Deed of Sale dated 13-02-1984, duly registered in the office of S.R.O. Barasat, and recorded vide Book No. -I, Volume No. 88, Pages from 174 to 180, being No. 1274 for the year 1984 and absolutely seized and possessed the same;
- C. **That ALL THAT** piece and parcel of land measuring an area of **30.50 Decimal**, be the same a little more or less, out of an area 61 Decimal. Comprising in R.S. & L.R. Dag Nos. 157, 158, 159 under R.S.

Khatian Nos. 56 & 114 corresponding to L.R. Khatian No 48/1 and 185 lying and situated at **MOUZA – DIGBERIA**, J.L. No. – 74, Re. Su. No. 28, P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, within the local limits of Madhyamgram Municipality, District North 24 Parganas, was originally belonged to the Mita Saraff and he became owner of the said property by purchasing the same from her predecessor-in-title Abed Ali Mallick, by a Deed of Sale dated 13-02-1984, duly registered in the office of S.R.O. Barasat, and recorded vide Book No. -I, Volume No. 88, Pages from 181 to 188, being No. 1275 for the year 1984 and absolutely seized and possessed the same;

- D. **That** by virtue of aforesaid two separate Sale Deed, being Nos. 1274/1984 and 1275/1984, said Sri Madan Mohan Saraff and Smt. Mita Saraff, being the husband and wife each of them became the absolute owner of undivided $\frac{1}{2}$ share out of **ALL THAT** piece and parcel of Danga Land measuring an area of **06 Decimal**, more or less, comprising in **R.S. & L.R. Dag No. 157** and Danga Land measuring an area of **49 Decimal**, more or less, comprising in **R.S. & L.R. Dag No. 158** and Danga Land measuring an area of **06 Decimal**, more or less, comprising in **R.S. & L.R. Dag No. 159**, i.e. **total 61 Decimal, more or less**, under R.S. Khatian No. 56 & 114, corresponding to L.R. Khatian No. 130/1, 412, 48/1 & 185 lying and situated at **MOUZA – DIGBERIA**, J.L. No. – 74, Re. Su. No. 28, P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, within the local limits of Madhyamgram Municipality, District North 24 Parganas and jointly seized and possessed the same;
- E. **That ALL THAT** piece and parcel of land measuring an area of **28.50 Decimal**, be the same a little more or less, comprising in R.S. & L.R. Dag Nos. 99 & 155 under Sabek Khatian No. 105 & 52, corresponding to R.S. & L.R. Khatian No. 105 & 52, corresponding to R.S. Khatian Nos. 663, 702 & 127, corresponding to L.R. Khatian No. Kri 442 lying and situated at **MOUZA – DIGBERIA**, J.L. No. – 74, Re. Su. No. 28, P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, within the local limits of Madhyamgram Municipality, District North 24 Parganas, was originally belonged to the Miss Charisma Saraff and she became owner of the said property by purchasing the same from her predecessor-in-title Panchu Hari Mondal, by a Deed of Sale dated 16-03-1984, duly registered in the office of S.R.O. Barasat, and recorded vide Book No. - I, Volume No. 111, Pages from 12 to 18, being No. 2270 for the year 1984 and absolutely seized and possessed the same;
- F. **That ALL THAT** piece and parcel of land measuring an area of **28.50 Decimal**, be the same a little more or less, comprising in R.S. & L.R. Dag Nos. 99 & 155 under Sabek Khatian No. 105 & 52, corresponding to R.S. & L.R. Khatian No. 105 & 52, corresponding to R.S. Khatian Nos. 664, 702 & 127, corresponding to L.R. Khatian No. Kri 443 lying and situated at **MOUZA – DIGBERIA**, J.L. No. – 74, Re. Su. No. 28, P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, within the local limits of Madhyamgram Municipality, District North 24 Parganas, was originally belonged to the Smt. Chandrima Saraff and she became owner of the said property by purchasing the same from her predecessor-in-title Panchu Gopal Mondal, by a Deed of Sale dated 16-03-1984, duly registered in the office of S.R.O. Barasat, and recorded vide Book No. - I, Volume No. 111, Pages from 19 to 22, being No. 2271 for the year 1984 and absolutely seized and possessed the same;
- G. **That** by virtue of aforesaid two separate Sale Deed, being Nos. 2270/1984 and 2271/1984, said Miss Charisma Saraff and Smt. Chandrima Saraff, being the natural sister, each of them became the absolute owner of undivided $\frac{1}{2}$ share out of **ALL THAT** piece and parcel of Bagan Land measuring an area of **40 Decimal**, more or less, comprising in **R.S. & L.R. Dag No. 99** and Danga Land measuring an area of **57 Decimal**, under Sabek Khatian Nos. 105 & 552, corresponding to R.S. Khatian No. 664, 702 & 127, corresponding to L.R. Khatian Nos. Kri 442 & Kri 443, lying and situated at **MOUZA – DIGBERIA**, J.L. No. – 74, Re. Su. No. 28, P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, within the local limits of Madhyamgram Municipality, District North 24 Parganas and jointly seized and possessed the same;

- H. **That** by virtue of aforesaid description, the parents and two sisters namely Sri Madan Mohan Saraff, Smt. Mita Saraff, Miss Charisma Saraff and Miss Chandrima Saraff, being the members of a single Hindu family, jointly became the sole and absolute owner of the said property **ALL THAT** Bagan land measuring an area of **40 Decimal**, more or less out of 53 Decimal, comprising in **R.S. & L.R. Dag No. 99** and Danga land measuring an area of **17 Decimal**, more or less out of 17 Decimal, comprising in **R.S. & L.R. Dag No. 155** and Danga land measuring an area of **06 Decimal**, more or less out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 157** and Danga land measuring an area of **49 Decimal**, more or less out of 49 Decimal, comprising in **R.S. & L.R. Dag No. 158** and Danga land measuring an area of **06 Decimal**, more or less, as 10000 share out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 159**, i.e. **Total 118 Decimal or 1.18 [One point one eight] Acre**, more or less, all are recorded under **L.R. Khatian No. (Old 1288) and presently 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926, 3927, 3928** lying and situated at **Mouza - Digberia**, J.L. No. 74, Re. Su. No. 28, Touzi No. 146, P.S. - Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, Ward No. 2, being Holding No. 203/J, Digberia Road, Kolkata-700128, District - North 24 Parganas and mutated the said property in the records of Madhyamgram Municipality, under Ward No. 02, being holding No. 203, Digberia Road and constructed one storied building thereon over the said land.
- I. **That** said Sri Madan Mohan Saraff, Smt. Mita Saraff, Miss Charisma Saraff and Miss Chandrima Saraff jointly transferred their aforesaid entire share of the said property i.e. **ALL THAT** Bagan land measuring an area of **40 Decimal**, more or less out of 53 Decimal, comprising in **R.S. & L.R. Dag No. 99** and Danga land measuring an area of **17 Decimal**, more or less out of 17 Decimal, comprising in **R.S. & L.R. Dag No. 155** and Danga land measuring an area of **06 Decimal**, more or less out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 157** and Danga land measuring an area of **49 Decimal**, more or less out of 49 Decimal, comprising in **R.S. & L.R. Dag No. 158** and Danga land measuring an area of **06 Decimal**, more or less, as 10000 share out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 159**, i.e. **Total 118 Decimal or 1.18 [One point one eight] Acre**, more or less, all are recorded under **L.R. Khatian No. (Old 1288) and presently 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926, 3927, 3928** lying and situated at **Mouza - Digberia**, J.L. No. 74, Re. Su. No. 28, Touzi No. 146, P.S. - Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, Ward No. 2, being Holding No. 203/J, Digberia Road, Kolkata-700128, District - North 24 Parganas, in favour of their son/brother namely Siddharth Saraff, by executing a Deed of Gift on 22.05.2001, submitted on 22.05.2001 and finally completed the registration process on 13.09.2001 in the office of D.S.R. – II, North 24 Pargana and recorded vide Book No. I, Volume No. 113, Pages from 375 to 388, being No. 6722 for the year 6272 for the year 2001 and delivered the peaceful possession over the same;
- J. **That** by virtue of aforesaid description, Siddarth Saraff became the sole and absolute owner of the said property i.e. **ALL THAT** Bagan land measuring an area of **40 Decimal**, more or less out of 53 Decimal, comprising in **R.S. & L.R. Dag No. 99** and Danga land measuring an area of **17 Decimal**, more or less out of 17 Decimal, comprising in **R.S. & L.R. Dag No. 155** and Danga land measuring an area of **06 Decimal**, more or less out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 157** and Danga land measuring an area of **49 Decimal**, more or less out of 49 Decimal, comprising in **R.S. & L.R. Dag No. 158** and Danga land measuring an area of **06 Decimal**, more or less, as 10000 share out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 159**, i.e. **Total 118 Decimal or 1.18 [One point one eight] Acre**, more or less, all are recorded under **L.R. Khatian No. (Old 1288) and presently 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926, 3927, 3928** lying and situated at **Mouza - Digberia**, J.L. No. 74, Re. Su. No. 28, Touzi No. 146, P.S. - Barasat at present Madhyamgram, A.D.S.R.O. - Barasat,

within the local limits of Madhyamgram Municipality, Ward No. 2, being Holding No. 203/J, Digberia Road, Kolkata-700128, District - North 24 Parganas and due to urgent need of money sold the same to the Owners herein by a Deed of Sale duly registered in the office of District Sub Registry Office – III, North 24 Parganas and recorded vide being No. 309 for the year 2024 and delivered possession thereof.

- K. The Owners have decided to develop the entire project and accordingly appointed the Promoter to develop the said entire Housing Complex and the Promoter agreed to do the same and for that purpose the Owners and the Promoter have entered into a ***Development agreement along with a Power of Attorney on 4th February, 2026 registered in the office of the ARA-II, Kolkata in Book No. I, Volume No.1902- 2026, Pages from 54612 to 54706, Being No. 190201339 for the year 2026;***
- L. All The Facilities and Amenities, roadways, internal pathways, infrastructure etc. irrespective of their location in any of block will be mutually shared by all the blocks of the entire Building Complex as part of a common integrated development.
- M. The Promoter obtained a Building Plan being Madhyamgram Municipality Authority has sanctioned the Building Plan No. com-69/mm/2025-2026 dated 16-10-2025 to develop the said phase/project to develop the Single Phase/project.
- N. The promoter has registered the project under the provision of the Real Estate (Regulation And Development) Act 2016 (RERA) at Kolkata on _____ under registration no. _____ ;
- O. Allottee had applied to the Promoter for allotment of a residential flat in the Project vide application No. dated on the terms and conditions recorded therein, and under the provisional allotment letter bearing no. dated the Allottee **has been allotted one residential apartment no. __ having carpet area of __ square feet (Super Built Up area Sq. ft.) on , floor of the building, of " _____ " along with one covered Car parking space vide No. _____ admeasuring square feet in the Floor of the building**, as permissible under the applicable law and of pro rata share in the common area as defined under clause (n) of section 2 of the Act ("Common Areas") (hereinafter referred to as the "Apartment" more particularly described in the PART - II of the Schedule "A" and the floor plan or the apartment is annexed hereto and marked as Schedule "B" and Payment Scheule in Schedule "C" and Specification Amenities and Facilities in Schedule "D" and the common area is mentioned in Schedule "E" and Limited Common area in Schedule "F";
- P. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- Q. 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 already given inspection of all the documents of title relating to the Land and the plans, designs and specifications prepared by the promoter's Architects, and such other documents as are specified under the Act.
- R. 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;
- S. 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;
- T. 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 as specified in paragraph H;

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:

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 paragraph H;

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**"). The break up thereof is given here under:

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
TAXES :	
Stamp Duty :	
Registration Charges :	

[AND]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2
TAXES :	

Explanation:

1. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
2. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;

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;

3. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above by **written notice, E-mail and/or WhatsApp** sent to the address, e-mail address or mobile number furnished by the Allottee and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;
4. The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) _____garage(s)/closed parking(s) as provided in the Agreement.

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.

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

The Promoter may allow, in its sole discretion, may apply a rebate @ 6% p.a. for early payments of installments payable by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the promoter.

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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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 of the Apartment;
- (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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees 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.

It is made clear by the Promoter and the Allottee agrees that the Apartment 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.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "INNARA VISTA" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount, more fully decided in the Memo of Consideration written herein below, being part payment towards the Total Price of the Apartment 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 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 for which is payable, he shall be liable to pay interest at the rate specified 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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **“DAZZLE HOUSING & REALTY LLP”** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. 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/them/it under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [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. 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 West Bengal Municipal Building Rules, 2007 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

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment 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. After refund of the money paid by the Allottee, Allottee agrees that he/she/their/it 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.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate of the Project.

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 prescribed in this Agreement, 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, taxes and other relevant charges in respect of the said apartment as applicable.

Possession by the Allottee – After obtaining the 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 of the Allottees or the competent authority, as the case may be, as per the local laws.

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 or does not agree with any provision contained herein, the Allottee shall be at liberty to cancel the booking and seek a refund of the amount paid and the promoter herein is entitled to forfeit 20% of the booking amount/entire advance amount paid and the applicable G.S.T. 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.

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 compensation under this section 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

1. The Owner have 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;
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 Land or the Project;
4. There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land 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 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 which will, in any manner, affect the rights of Allottee under this Agreement;
8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
9. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
10. The Schedule Property is not owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
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 outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
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 Promoter in respect of the said Land and/or the Project;

13. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. 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;
2. 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.

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 penal 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 specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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 Schedule C 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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their/it's favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT

The Promoter shall provide and maintain all essential services in the Project until the maintenance thereof is taken

over by the Association of the Allottees. The Maintenance Charges (excluding GST or any other applicable indirect tax) for the said period have been included in the Total Price of the Apartment. Any applicable GST or other statutory taxes on such Maintenance Charges, if leviable, shall be borne and paid by the Allottee as per the applicable law.

1. Maintenance Deposit cost to be paid per month per Sq. ft @ Rs. 60/- + GST from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owner Association/Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement if so by any reason whatsoever.
2. The actual amount of security deposit charged by the competent authority is payable by the purchaser for his personal electric meter for his unit(s)/flat(s)/car-parking space(s).

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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. 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/closed parking's 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 or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The service areas, if any, as located within _____, shall be earmarked for purposes of 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.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their 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. 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. 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

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 has been approved by the competent authority(ies) 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 and secondly, appears for registration of the same before the concerned Sub-Registrar or Additional 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 Registrar/Sub-Registrar/ registrar of Assurance 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.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], 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

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.

Failure on the part of the Promoter 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 carpet area of all the Apartments 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the 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 Kolkata 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 Additional Registrar of Assurances, Kolkata. 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 specified below:

_____ Name of Allottee
 _____ (Allottee Address)

Phone No. :- _____

Email Id :- _____

DAZZLE HOUSING & REALTY LLP

Being represented by one of its partner

Mr. Saarthak Srimal

one of the designated partner of

Dazzle Housing & Realty LLP.

Address – Flat No. 3S of 3rd Floor

situated at 22A, Loudon Street, P.S., P.O. Shakespeare Sarani,

District Kolkata, West Bengal – 700 016.

Phone No. :- _____

Email Id :- _____

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. 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 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 **Arbitration and Conciliation Act, 1996**.

SCHEDULE 'A' PART – I
DESCRIPTION OF LAND

THE SCHEDULE A ABOVE REFERRED TO:
SAID LAND:

Mouza - Digberia, (J.L. No. 74)

Sl. No.	L.R. Dag No.	Total Area of Dag in (Decimal)	Purchased Area (Dec)	LR Recorded Owner Name	MOUZA	LR KHATIAN Nos.
1	99	53	40	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia	3917,3918, 3919,3920, 3921,3922, 3923, 3924, 3925, 3926, 3927, 3928
2	155	17	17	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia	
3	157	6	6	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia	
4	158	49	49	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia	
5	159	6	6	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia	

Mouza - Digberia, J.L. No. 74, Re. Su. No. 28, Touzi No. 146, P.S. - Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, Ward No. 2, being Holding No. 203/J, Digberia Road, Kolkata-700128, District - North 24 Parganas, as delineated in the map or plan annexed hereto and bordered in colour Red.

Land of Owners in Mouza Digberia aggregating to **118 Decimal** equivalent to **1.18 [One point one eight] Acre**.

PART – II
DESCRIPTION OF APARTMENT

ALL THAT the Unit No. _____ on the _____ Floor of the Building Block _____ having carpet area of square feet corresponding to Built-up area of _____ square feet as per the Block plan marked ANNEX- B demarcated in the Floor Plan annexed hereto and marked

ANNEX-C and pro rata share in the “common areas” (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of _____ Sq.Ft on _____ Floor of Building Block No. _____ of the Housing Complex named “_____” under construction on the Schedule-A Land Together with the right to use _____ Garage/Closed Car Parking Space (Dependent/Independent) admeasuring _____ Sq.Ft/ Mechanical Parking Space / Open Car Parking Space (Dependent/Independent) located on the Basement / Ground / Floor of or around the Building Block

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT ATTACHED HERETO

SCHEDULE 'C'

PAYMENT SCHEDULE	
On Booking	1,00,000 lakh +GST
On Booking (Less EOI Amount)	10% of Total price* + GST (-) EOI amount
On Agreement	10% of Total price* + 50% of legal charge + 50% of incidental charge + GST
On start of Piling	10% of Total price* + GST
On start of Foundation	10% of Total price* + GST
On start of 3 rd Floor Casting	5% of Total price* + GST
On start of 6 th Floor Casting	5% of Total price* + GST
On start of 8 TH Floor Casting	5% of Total price* + GST
On start of 10 TH Floor Casting	10% of Total price* + GST
On start of 12 th Floor Casting	10% of Total price* + GST
On start of roof Casting of Tower	5% of Total price* + GST
On Start of flooring of the unit	10% of Total price* + GST
On start of finishing of the unit	5% of Total price* + GST

On possession	5% of Total price* (+) Formation of Association charge (+) Maintenance Deposits (+) 50% of Legal charge (+) 50% of Incidental charge + GST
Total Price=Unit Price + Floor Escalation+ Car Parking+ Club Membership+ Electricity/Transformer & Generator Charges: Stamp Duty & Registration Charges is not included in this cost structure will be payable separately	

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES

(WHICH ARE PART OF THE APARTMENT)

Structure RCC frame structure.

Outdoor finish: Weathercoat Exterior Paint Walls and ceilings POP finish.

Doors and windows: flush doors (indoors) Door frame ~

Engineered Wood frame. windows ~ aluminium sliding/fixed door (outdoor) ~ Aluminium sliding.

Kitchen fittings Stainless steel sink, provision of water filter point. Provision for chimney or exhaust point.

Toilets Sanitary wares ~ Essco / Cera /Jaquar/ Hindware/Parryware or any other reputed brand.

Sanitary fittings Essco / Cera /Jaquar/ Hindware/Parryware or any other reputed brand.

Provision for hot and cold line in shower area only

Electrical fittings Concealed with provision of modular switches. ACs and Power Back-up

Provision for ACs in all bedrooms and living areas. Provision for generator power in flats for partial emergency backup for flat (light, fan, RO, refrigerator usage)

Water filtration plant in the project ~

SCHEDULE – E

(THE COMMON AREA/COMMON PARTS & FACILITIES)

1. Swimming pool.
2. Air conditioned community hall.
3. Gym.
4. Games room with pool table, table tennis and other games.
5. Children play zone.
6. Indoor toddler's zone.
7. landscaped garden.
8. Common roof.
9. Filtered water supply.
10. Round the clock security.
11. Elevators in all blocks.
12. Generator facility at extra cost
13. CC TV

14. Fire Prevention Facilities
15. Pool side deck
16. Maintenance office
17. Common Washroom.
18. Multi games court

Fire-Fighting :

As per firefighting norms; Emergency Evacuation services: As per fire fighting norms.

Drinking-Water Facility: 24 HRS Filtered Water Supply with Water Treatment Plant
24 HRS Filtered Water Supply with Water Treatment Plant Use of Renewable Energy: Solar Energy system.

THE SCHEDULE-F ABOVE REFERRED TO
LIMITED COMMON AREAS
(If available in the Complex)

1. Open, Mechanical and covered Car, Parking areas (Dependent/Independent);
2. specified area in Basement not declared to be common.;
3. Exclusive right of use of Garden space attached to an Row House/Town House/Apartment, ;
4. Demarcated area of terrace/roof appurtenant to a particular Row House/Town House/Apartment, ;
5. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
6. Open Terrace of any Floors of the Block;
7. The elevation and exterior of the Block;
8. Storage areas ;
9. Basement not meant for common use;
10. Any community or commercial/other facility which is not meant for common use;
11. Daily Convenience Store with Milk, Fruits, Vegetables and other edibles;
12. Beauty Parlour and other commercial facilities within the Project or entire Complex.
13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

MEMO OF CONSIDERATION

DATE	CASH/DRAFT/NEFT/RTGS/DRAFT/CHEQUE No.	BANK	AMOUNT

Total Rs. /-

(Rupees) only.

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

SIGNED, SEALED AND DELIVERY by the said **OWNERS** being represented by the Developers at Kolkata in the presence of

1.

JIVEL INFRA NIRMAN LLP

JIVEL NIWAS LLP

2.

JIVEL PROJECTS LLP

JIVEL REALTY LLP

KKRISHIV AWAS LLP

TVISHA AWAS LLP

SHREYANGSHI AWAS LLP

SHREYANGSHI BUILDERS LLP

SRI SANTOSH K ROONGTAA

SRINATH SECURITIES PRIVATE LIMITED

SMT. PUNITA SINGHANIA

M K SIGHANIA & SONS HUF

**Being represented by its constituted attorney
DAZZLE HOUSING & REALTY LLP**

Partner/Authorized Signatory

SIGNED, SEALED AND DELIVERY by the said **DEVELOPER** at

Kolkata in the presence of :

1.

For DAZZLE HOUSING & REALTY LLP

2.

Partner/Authorised Signatory

Drafted by me

(As per instruction and the documents made available to me by the parties herein)

Advocate

High Court of Calcutta
Kolkata- 700070