

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this the day of **November**, **2018** (Two Thousand Eighteen) **BY AND BETWEEN (1) SRI AJIT KUMAR DAS** son of- Late Surya Kumar Das, **(2) SMT. CHHANDA DAS** wife of- Sri Ajit Kumar Das, both by faith- Hindu, by occupation- Business, residing at- 167, Garia Main Road, Tentultala, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084, **(3) ANUBHAB CONSTRUCTION** a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 and having its Office at "TANIA APARTMENT", 2250, Garia Place, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 and represented by its Partners **(a) SRI NARAYAN CHANDRA MUKHERJEE** son of- Late Sachindra Nath Mukherjee, **(b) SMT. LILI MUKHERJEE** wife of- Sri Narayan Chandra Mukherjee, both by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- "Udita", Flat No. 306, Bengal Ambuja Housing, 1050/1, Survey Park, Santoshpur, P. S. Survey Park (old Purba Jadavpur), Kolkata- 700075 – all represented by their Lawful Constituted Attorney **SRI AMIT GANGULY** son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700084, **(4) CITY STAR GRIHA UDYOG PRIVATE LIMITED** a Company registered under the provisions of Companies Act, 1956 and having its Registered Office at- 5, Gorky Terrace, 2nd Floor, Kolkata- 700017 and represented by its Authorized Signatory **SRI MONOJ ROY** son of- Sri Dilip Roy, by faith- Hindu, by occupation- Business, residing at- Mahamayatala School Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700084, **(5) SRI RABI SHANKAR GHOSHAL** son of- Sri Sarbatosh Ghoshal, by faith- Hindu, by occupation- Business, residing at- Fartabad, Amtala, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 – represented by its Lawful Constituted Attorney **SMT. TANUSREE GANGULY** wife of- Sri Amit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700084 and **(6) SRI AMIT GANGULY** son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174,

Garia Station Road, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084, hereinafter jointly called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**

AND

CITY STAR GANGULY PROJECTS LLP (CTN No.) a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008 and represented by one of its Partners **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road (opposite Garia Baroda Prasad High School), P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 authorized vide Board resolution dated, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).OF THE **SECOND PART**

AND

Mr./Ms..... (Aadhaar no.....) son/daughter of, aged about.....residing at, (PAN.....) hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

DEFINITIONS:

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

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

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

WHEREAS:

- A.** One Biswambar Naskar executed a Deed of Settlement in favour of his two sons namely Kalipada Naskar and Ajay Naskar, the said Deed of Settlement was registered on 01.08.1970, before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 37, Pages 4 to 7, Being No. 2554, for the year 1972 and as per the said Deed of Settlement Kalipada Naskar and Ajay Naskar, both sons of Biswambar Naskar, got the ownership of 9 decimal of land (out of which 6 decimal in R.S. Dag No. 1552 and 3 decimal in R.S. Dag No. 1552/1913, both in R.S. Khatian No. 265);
- B.** While enjoying the joint ownership of the said land of 9 decimal Kalipada Naskar and Ajay Naskar, both sons of Biswambar Naskar transferred their absolute ownership in respect of the said land to Basudev Saha, son of- Late Jogesh Chandra Saha by virtue of a Sale Deed registered on 13.11.1987 before District Registrar, Alipore and being Deed No. 16071 of 1987;
- C.** After purchasing the said land Basudev Saha mutated his name in the Rajpur-Sonarpur Municipality and paid Taxes thereon in respect of the said land and thereafter Basudev Saha while seized and possessed of the said land died intestate on 15.09.2010, leaving behind his wife Ratna Saha and his only son Ratnankur Saha and they became the joint owners of the said land of 9 decimal (6 decimal in R.S. Dag No. 1552 and 3 decimal in R.S. Dag No. 1552/1913, both in R.S. Khatian No. 265);
- D.** Thereafter on 09.01.2012 Ratna Saha and Ratnankur Saha jointly sold the said land of 9 decimal (6 decimal in R.S. Dag No. 1552 and 3 decimal in R.S.

Dag No. 1552/1913, both in R.S. Khatian No.265) to Ajit Kumar Das and Chhanda Das (the Owners No. 1 & 2 herein) by virtue of a Sale Deed registered before District Sub. Registrar- IV, Alipore and recorded in Book No. I, C.D. Volume No. 2, Pages 1461 to 1473, Being No. 410, for the year 2012;

- E.** On 16.01.2013 Ajit Kumar Das and Chhanda Das (the Owners No. 1 & 2 herein) jointly entered into a Development Agreement with the Promoter herein in respect of their aforesaid land, the said Development Agreement was registered before A.D.S.R Sonarpur and recorded in Book No.I, C.D Volume No.5, Pages 1381 to 1422, Being No. 1657 for the year 2013 and on the same date (i.e. 16.01.2013) Ajit Kumar Das and Chhanda Das (the Owners No. 1 & 2 herein) executed a General Power of Attorney for smooth running of the construction work on their said land and also to sell off the units of their respective allocations as stated in the aforementioned Development Agreement dated 16.01.2013, the said General Power of Attorney was registered before A.D.S.R Sonarpur and recorded in Book No.I, C.D. Volume No.5, Pages 1423 to 1440, Being No. 1658 for the year 2013;
- F.** By a Deed of Conveyance dated 8th September, 2006 and made between Ramco Filter Industries represented by its proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.12812 for the year 2006, ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 10 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1546 appertaining to R.S. Khatian No.1538, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- G.** By a Deed of Conveyance dated 10th December, 2007 and made between Debasis Das and ANUBHAB CONSTRUCTION represented by its Partners

(1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 14016 for the year 2007, ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 8 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1545 appertaining to R.S. Khatian No. 1414, JL No. 47, P. S. 8s Sub-Registry Office Sonarpur, District-24 Parganas (South);

- H.** By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9415 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 8 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1545/1914 appertaining to R.S. Khatian No. 1538, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);
- I.** By a Deed of Conveyance dated 8th September, 2006 and made between Subhranil Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No. 12815 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 13 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1553 & 1552 appertaining to R.S. Khatian No. 1536 & 265, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- J.** By a Deed of Conveyance dated 28th January, 2008 and made between

Subhranil Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9414 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 6.5 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1552 appertaining to R.S. Khatian No. 265, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);

K. By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.9417 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 7 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1549 appertaining to R.S. Khatian No. 272, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);

L. By a Deed of Conveyance dated 8th September, 2006 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.12813 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 6 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1547 appertaining to R.S. Khatian No. 1810, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur,

District-24 Parganas (South);

- M.** By a Deed of Conveyance dated 8th September, 2006 and made between Smt. Rina Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No. 12860 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 18 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1551 appertaining to R.S. Khatian No. 583, J.L. No. 47, P. S. 85 Sub-Registry Office Sonarpur, District- 24 Parganas (South);
- N.** By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9421 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 9 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1552/1913 appertaining to R.S. Khatian No. 265, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- O.** By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No.9422 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 7 Decimals more or less and situate in Mouza- Barhans Fartabad

and comprised within R.S. Dag No. 1549 appertaining to R.S. Khatian No. 272, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);

- P.** By a Deed of Conveyance dated 8th September, 2006 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.12814 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 3 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1548 appertaining to R.S. Khatian No. 508, J.L. No. 47, P. S. & Sub-Registry Office- Sonarpur, District-24 Parganas (South);
- Q.** By a Deed of Conveyance dated 9th September, 2006 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No.12801 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 14 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1532 appertaining to R.S. Khatian No. 1803, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- R.** By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book

No. I being Deed No.9420 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 10 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1554 appertaining to R.S. Khatian No. 1538, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);

- S.** By a Deed of Conveyance dated 28th January, 2008 and made between Indranil Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9412 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 16 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1550 appertaining to R.S. Khatian No. 531, J.L. No. 47, P.S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);
- T.** By a Deed of Conveyance dated 28th January, 2008 and made between Smt. Rina Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9411 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 7.5 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1596 appertaining to R.S. Khatian No. 1206, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- U.** By the aforementioned 15 several Deeds of Conveyance ANUBHAB CONSTRUCTION (the Owners No. 3 herein) represented by its Partners (1) Sri Narayan Chandra Mukherjee and Smt. Lily Mukherjee acquired diverse plots of land in Mouza- Barhans Fartabad which are contiguous to each

other and containing an area of 143 Decimals more or less as mentioned hereinabove;

- V.** On 16.01.2013 ANUBHAB CONSTRUCTION a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 and represented by its Partners Sri Narayan Chandra Mukherjee and Smt. Lili Mukherjee (the Owners No. 3 herein) entered into a Development Agreement with the Promoter herein in respect of their aforesaid land, the said Development Agreement was registered before A.D.S.R Sonarpur and recorded in Book No.I, C.D Volume No.3, Pages 39 to 88, Being No. 647 for the year 2013 and on the same date (i.e. 16.01.2013) ANUBHAB CONSTRUCTION a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 and represented by its Partners Sri Narayan Chandra Mukherjee and Smt. Lili Mukherjee (the Owners No. 3 herein) executed a General Power of Attorney for smooth running of the construction work on their said land and also to sell off the units of their respective allocations as stated in the aforementioned Development Agreement dated 16.01.2013, the said General Power of Attorney was registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No.3, Pages 14 to 38, Being No. 648 for the year 2013;
- W.** Dulali Bala Bhattacharjee, wife of- Tarini Kumar Bhattacharjee purchased the land measuring about 9 decimal in R.S.Dag No. 1555 from Rabilal Mondal & ors. by virtue of a Sale Deed which was registered on 10.08.1952 before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 68, Pages 174 to 178, Being No. 6444, for the year 1952 and thereafter on 29.03.1954 by virtue of another Sale Deed Dulali Bala Bhattacharjee, wife of- Tarini Kumar Bhattacharjee purchased the land measuring about 4 decimal in R.S.Dag No. 1556 from Mangal Das Naskar 8s ors. the said Sale Deed was registered before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 22, Pages 95 to 97, Being No. 1293, for the year 1954;
- X.** By virtue of the said 2 (two) Sale Deeds, Dulali Bala Bhattacharjee became

the owner of the land total measuring about 13 decimal, and in the Revisional Settlement Record-of-Rights (Parcha), the name of Dulali Bala Bhattacharjee has been published in respect of the said total land measuring about 13 decimal and after the demise of Dulali Bala Bhattacharjee her only son Mukul Bhattacharjee became the sole owner of the said land and while enjoying the sole ownership of the said land Mukul Bhattacharjee sold the said land measuring about 13 decimal out of which 9 decimal in R.S Dag 1555 and 4 decimal in R.S Dag No. 1556, as described in the Schedule hereunder to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered on 02.12.2011 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 33, Pages 499 to 509, Being No. 13894, for the year 2011;

- Y.** One Nudi Moni Dashi while being the owner and possessor in respect of the land total measuring about 14 decimal in R.S. Dag No. 1592 sold the said lands to Sri Kali Das Mukhopadhyay by virtue of a Sale Deed registered on 05.12.1951 before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 96, Pages 54 to 58, Being No. 8593, for the year 1951;
- Z.** While enjoying the said lands Sri Kali Das Mukhopadhyay died intestate leaving behind his wife Smt. Sailasree Mukhopadhyay, 4 (four) sons namely Sri Kripa Kinkar Mukhopadhyay, Sri Kamal Kumar Mukhopadhyay, Sri Kanak Kumar Mukhopadhyay, Sri Kumud Kumar Mukhopadhyay and only daughter Smt. Kunda Lakshmi Banerjee as his legal heirs and successors and all of them had been enjoying the joint undivided ownership of the same and thereafter on 28.01.1975 all the afore-stated legal heirs of Kali Das Mukhopadhyay executed a Deed of Partition amongst themselves in respect of the said land in R.S. Dag No. 1592, the said Deed of Partition was registered before District Registrar, Alipore and recorded in Book No. I, Volume No. 37, Pages 87 to 102, Being No. 532, for the year 1975; That, as per the said Deed of Partition (i.e. Deed No. 532 of 1975) Smt. Kunda Lakshmi Banerjee (the only daughter of Kali Das Mukhopadhyay) got the

ownership of the land in "Schedule- Ja" of the said Deed of Partition and thereafter she sold the land measuring about 3 cottahs 8 chittacks 0 sq. ft. of land in R.S. Khatian No. 1206, R.S. Dag No. 1592 to Sri Chayan Kumar Dey, son of- Sri Surendra Nath Dey, the said Sale Deed was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 61, Pages 203 to 206, Being No. 4379, for the year 1980;

AA. After purchasing the said land measuring about 3 cottahs 8 chittacks 0 sq. ft. of land in R.S. Khatian No. 1206, R.S. Dag No. 1592, Sri Chayan Kumar Dey, sold the same to Smt. Balbir Kaur by virtue of a Sale Deed registered on 04.12.1991 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 135, Pages 20 to 25, Being No. 7736, for the year 1991;

BB. M/s. Hindusthan Housing and Land Development Trust was the recorded owner as per Revisional Settlement Record-of-Rights (Parcha) in respect of the land in R.S. Khatian No. 265, R.S. Dag No. 1552, and the said Company has been re-named as M/s. Hope India and by virtue of a Sale Deed registered before District Registrar, Alipore and being Deed No. 9906 of 1981 M/s. Hope India sold the land measuring about 7 decimal or 4 cottahs 3 chittacks 35 sq. ft., in R.S. Khatian No. 265, R.S. Dag No. 1552 to Sri Adhir Kumar Das, son of- Late Surendra Kumar Das and thereafter Sri Adhir Kumar Das sold the land measuring about 1 cottah 0 chittack 4 sq. ft. in R.S. Khatian No. 265, R.S. Dag No. 1552 to Smt. Sudipta Rudra @ Sikha Rudra, wife of- Rajat Rudra;

CC. By virtue of a Sale Deed registered on 09.02.1990 before District Registrar, Alipore and being Deed No. 1830 of 1990 Smt. Sudipta Rudra @ Sikha Rudra sold the said land measuring about 1 cottah 0 chittack 4 sq. ft. in R.S. Khatian No. 265, R.S. Dag No. 1552, to Sri Pijush Kanti Roy, son of- Sri Jitendra Nath Roy and thereafter on 25.04.1994 Sri Pijush Kanti Roy sold the said land to Sri Kehar Singh and Sri Sher Singh, by virtue of a Sale Deed registered before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 26, Pages 142 to 149, Being No. 1773, for the year 1994 and

since purchasing the said land Sri Kehar Singh and Sri Sher Singh constructed a tin shed structures measuring about 200 sq. ft. standing thereon;

DD. Thus by virtue of the afore-stated Sale Deeds Smt Balbir Kaur, Sri Kehar Singh and Sri Sher Singh became the joint owners of the land total measuring about 7.46 decimal or 4 (four) cottahs 8 (eight) chittacks 4 (four) sq. ft. out of which 5.8 decimal or 3 cottahs 8 chittacks 0 sq. ft. of land in R.S. Khatian No. 1206, R.S. Dag No. 1592 and 1.66 decimal or 1 cottah 0 chittack 4 sq. ft. of land along with 200 sq. ft. tin shed structures standing thereon in R.S. Khatian No. 265, R.S. Dag No. 1552 both in Mouza- Barhans Fartabad and thereafter on 29.05.2012 Smt Balbir Kaur, Sri Kehar Singh and Sri Sher Singh jointly sold the said land to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 20, Pages 2959 to 2974, Being No. 7186, for the year 2012;

EE. Sailendranath Ghoshal was the recorded owner of 18 decimal of land as per Revisional Settlement Record-of-Rights (Parcha) in R.S. Khatian No.- 583, R.S. Dag No.- 1551 and after his death on 01.07.1964 and that of his wife Smt. Kanak Lata Ghoshal their 7 (seven) sons namely 1) Sri Sunil Kumar Ghoshal, 2) Sri Sudhir Kumar Ghoshal, 3) Sri Subodh Kumar Ghoshal, 4) Sri Manindra Ghoshal, 5) Sri Bonbehari Ghoshal, 6) Sri Kamaksha Prasad Ghoshal, 7) Sri Jyoti Prakash Ghoshal jointly inherited the said total land of 18 decimal in R.S Dag No.1551;

FF. On 10.12.1969 the aforesaid legal heirs of Sailendranath Ghoshal sold the said entire land of 18 decimal in R.S Dag No.1551 to Sri Sanatan Halidar, son of Late Bhunjaram Halidar, by- virtue of a Sale Deed which registered before D.S.R Alipore and recorded in Book No. I, Volume No. 160, Pages 09 to 14, Being No. 4754 of 1969;

GG. After purchasing the said land of 18 decimal Sanatan Halidar sold 4 cottahs 12 chittacks 27 sq. ft of land to Sri Sunil Roy by virtue of a Sale

Deed registered before D.R Alipore recorded in Book No.1, Volume No.294, Pages 290 to 301, Being No. 11415 for the year 1982 and by virtue of another Sale Deed Sanatan Haldar sold 4 cottahs 12 chittacks 27 sq. ft of land to Smt Bani Chowdhury which was registered before D.R Alipore recorded in Book No.1, Volume No.294, Pages 278 to 289, Being No. 11414 for the year 1982;

HH. Thus by virtue of the two Sale Deeds as aforesaid Sanatan Haldar total sold the land measuring about 15.8 decimal or 9 cottahs 9 chittacks 9 sq. ft. from his total purchased land of 18 decimal and thereby he retained the land measuring about 2.2 decimal in R.S Dag No. 1551 and after the death of Sanatan Haldar on 07.08.2009 and that of his wife Smt Jyotibala Haldar on 04.06.2009 their 6 (six) sons namely Shyamapada Haldar, Rampada Haldar, Lakshmanpada Haldar, Parthasarathi Haldar, Narayan Haldar, Bishnupada Haldar and 2 (two) daughters namely Gita Kayal wife of Chittaranjan Kayal, Laksmi Samanta wife of Ashok Samanta - all 8 (eight) of them became the joint owners of the said land measuring about 2.2 decimal and thereafter on 12.06.2013 the aforesaid legal heirs of Sanatan Haldar jointly sold the said land to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered before A.D.S.R, Sonarpur and recorded in Book No. I, C.D Volume No. 18, Pages 2421 to 2436, Being No. 7605, for the year 2013;

II. One Dharma Das Naskar got the ownership of the land measuring about 5 decimal in R.S. Dag No. 1547 by virtue of a Decree in terms of a solenama in the Partition Suit bearing T.S. No. 69 of 1942 with his other co-sharers;

JJ. While enjoying the said land measuring about 5 decimal in R.S.Dag No. 1547 Dharma Das Naskar died long before the enactment and passing of Hindu Succession Act, 1956 leaving behind his 2 (two) sons namely Sri Satwik Chandra Naskar and Sri Santosh Kumar Naskar as his only legal heirs and successors and both of them had been enjoying the joint ownership of the said land of Dharma Das Naskar;

KK. On 03.06.1961 the afore-stated legal heirs of Dharma Das Naskar namely Sri Satwik Chandra Naskar and Sri Santosh Kumar Naskar jointly executed a Deed of Conveyance in respect of the said land measuring about 5 decimal in R.S Dag No. 1547 in favour of Sri Kisan Lai Kajaria, the said Deed of Conveyance was registered before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 67, Pages 127 to 130, Being No. 5190, for the year 1961 and since purchasing the said land measuring about 5 decimal in R.S Dag No. 1547, Sri Kisan Lai Kajaria while enjoying the same sold it to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered on 28.01.2013 before A.D.S.R, Sonarpur and recorded in Book No. I, C.D Volume No. 21, Pages 2231 to 2243, Being No. 8935, for the year 2013;

LL.By virtue of the aforestated 4 (four) Sale Deeds CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) became the owner of the land total measuring about 27.66 decimal as described hereinabove;

MM. On 16.04.2014 CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) through its Director Sri Amit Ganguly entered into a Development Agreement with the Promoter herein in respect of its aforestated land;

NN. The name of Bhutnath Naskar has been published in the Revisional Settlement Record of Rights (Parcha) as the recorded owner in respect of the land measuring about 8 decimal in R.S. Khatian No. 1418, R.S. Dag No. 1596, Mouza- Barhans Fartabad;

OO. After the demise of Bhutnath Naskar on 30.11.1983, his 2 (two) sons namely Tushar Kanti Naskar, Tapas Kanti Naskar and only daughter Sikha Das (now deceased), wife of- Late Gouranga Das jointly inherited the said land measuring about 8 decimal in R.S. Khatian No. 1418, R.S. Dag No. 1596, Mouza- Barhans Fartabad, under the provisions of Hindu Succession Law and after the demise of Sikha Das on 18.07.2008 (her husband Gouranga Das pre-deceased her on 30.03.1999) her only son Debasish Das

inherited her share of land in the afore-stated land with his other co-sharers and thereafter on 06.02.2014 (1) Sri Tushar Kanti Naskar, (2) Sri Tapas Kanti Naskar, (3) Sri Debasish Das jointly gifted the said land of 8 decimal as stated hereunder to Rabi Shankar Ghoshal (the Owners No. 5 herein) by virtue of a Deed of Gift registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 3, Pages 2531 to 2542, Being No. 1190, for the year 2014 and on 24.07.2014 Sri Rabi Shankar Ghoshal (the Owners No. 5 herein) executed a General Power of Attorney in favour of Sri Amit Ganguly in respect of his aforestated land, the said General Power of Attorney was registered before A.D.S.R Sonarpur and recorded in Book No. IV, Being No. 1943 for the year 2014;

PP. On 16.04.2014 Rabi Shankar Ghoshal (the Owners No. 5 herein) entered into a Development Agreement with the Promoter herein in respect of his aforestated land;

QQ. On 31.08.2018 Rabi Shankar Ghoshal (the Owners No. 5 herein) further executed 5 (five) separate General Power of Attorney in favour of Smt. Tanusree Ganguly to look after and to initiate sale proceedings in respect of his allocation of 5 (five) flats and 5 (five) car-parking space as per the Development Agreement dated 16.04.2014, the said 5 (five) General Power of Attorney was registered before A.D.S.R. Garia and bearing Deed No. 724 of 2018, Deed No. 725 of 2018, Deed No. 726 of 2018, Deed No. 727 of 2018 & Deed No. 728 of 2018;

RR. Originally Sri Nanigopal Sarder and Sri Hiralal Sarder, both sons of Late Ramchandra Sarder got their joint right, title and interest in respect of the land measuring about 6.66 decimal by Record-of-Rights (Parcha) in Mouza- Barhans Fartabad, J.L. No.- 47, R.S. Dag No.- 1548, R.S. Khatian No.- 508, according to Law of Inheritance, under the provisions of Hindu Law;

SS. After the demise of Sri Nanigopal Sarder on 21.11.1979 his 2 (two) sons namely Sri Subhendu Sekhar Sarder and Sri Ardhendu Sekhar Sarder

inherited his 50% Share in the land (i.e 3.33 decimal);

TT. After the demise of Sri Hiralal Sarder on 08.03.1980, his son Sri Pumendu Sekhar Sarder inherited his 50% Share in the land (i.e. 3.33 decimal);

UU. By the afore-said way (i.e. by Law of Inheritance) Sri Subhendu Sekhar Sarder, Sri Ardhendu Sekhar Sarder and Sri Purnendu Sekhar Sarder got the joint ownership of total 6.66 decimal of land and on thereafter they jointly executed a Deed of Gift in favour of Sri Pradyut Kumar Mondal the said Deed of Gift was registered before Additional Registrar of Assurances-I, Kolkata and after the demise of Sri Pradyut Kumar Mondal on 11.04.2010 his wife Smt. Nilima Mondal, and 2 (two) sons namely Sri Soumen Mondal and Sri Monmohan Mondal jointly inherited the afore-stated land of 6.66 decimal as per Hindu Law of Succession and thereafter on 25.06.2010 Smt. Nilima Mondal, Sri Soumen Mondal and Sri Monmohan Mondal jointly sold the said land of 6.66 decimal to Amit Ganguly (the Owners No. 6 herein) by virtue of a Sale Deed registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 20, Pages 5853 to 5864, Being No. 7703, for the year 2010;

VV. On 16.04.2014 Amit Ganguly (the Owners No. 6 herein) entered into a Development Agreement with the Promoter herein in respect of his aforestated land;

WW. The Owners herein by virtue of the afore-stated Sale Deeds became the owners of the land total measuring about 186.8 decimal (after detailed physical measurement which appears to be the area of land as mentioned hereinabove and on the basis of the said area the Rajpur Sonarpur Municipality has given sanction of the building plan in respect of the said land) as stated hereinabove and thereafter they also mutated their names in the Assessment Record of Rajpur Sonarpur Municipality in respect of the said land, measuring about 186.8 decimal as morefully and particularly described in the Schedule- A hereunder;

XX. Thereafter the Promoter herein for construction of multi-storied buildings on the said total land obtained a sanctioned building Plan bearing No. 1254/CB/30/54 dated 19.11.2013 issued by Rajpur Sonarpur Municipality in respect of the said land in the names of the Owners herein and started construction of the said multi-storied multi-use residential building/complex known as "4-SIGHT GRAND CASTLE" at Holding No. 50, Barhans on the said land at its own costs and expenses;

YY. Thereafter the Promoter herein started construction of a G+4 storied building on the said land consisting of several flats, car-parking spaces etc. at its own costs and expenses in respect of the land as mentioned in the Schedule- A hereunder;

ZZ. The owners herein are the joint owners of the land total measuring about 186.8 decimal be the same a little more or less comprised in R.S. Dag No.- 1545, 1545/1914, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1552/1913, 1553, 1554, 1596/1911, 1532, 1555, 1556, 1592, 1596, R.S. Khatian No.- 1538, 1414, 1810, 508, 272, 531, 583, 1536, 265, 1803, 615, 556, 1206, 1418 , Mouza- Barhans Fartabad, J.L. No.- 47, Holding No. 50, Barhans, under Ward No.- 30 of Rajpur Sonarpur Municipality, Sub. Registry Office- Garia, P.S.- Sonarpur, District- South 24 Parganas.

AAA. The Said Land is earmarked for the purpose of building a residential building project comprising multistoried apartment buildings and the said project shall be known as "4-SIGHT GRAND CASTLE".

BBB. Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

CCC. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

DDD. Rajpur Sonarpur Municipality has granted the commencement certificate to develop the project vide approval dated 19.11.2013 bearing sanction no. 1254/CB/30/54;

EEE. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Rajpur Sonarpur Municipality. 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;

FFF. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority aton under registration no.....

GGG. The Allottee had applied for an apartment in the Project vide application no. dated..... and has been allotted Flat No. "....." situated on the Floor measuring more or less sq. ft. super built up area and along with one covered car parking space measuring about 135 sq. ft. at the Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

HHH. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

III. 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;

JJJ. 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.

KKK. 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 and the covered parking as specified in Para GGG.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para GGG.

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

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

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost

of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND]

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

Explanation:

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

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make

payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules /notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same

shall not be charged from the Allottee.

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

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

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five

days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment 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, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be

provided within the Apartment and the Project;

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

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

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

1.11 The Allottee has paid a sum of Rs..... (Rupeesonly)

as booking amount 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 Plot as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour ofpayable at

3. **COMPLIANCE OF LAWS RELATING IO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments

thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, 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 of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 West Bengal Apartment Ownership Act, 1972 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature

affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment,

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

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as

determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment 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 para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project; ,
- (iii) There are no encumbrances upon the said Land or the Project:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) 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;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the

rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a 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 ease of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the the Allottee be required to make the next payment without any interest;
or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to

refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about

such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 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 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

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

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession,

be solely responsible to maintain the Apartment 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 / nameplate, 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 of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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.

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

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty)

days from the date of receipt by the Allottee and secondly, appears for registration of the same before the A.D.S.R. Garia or D.S.R-IV, Alipore or A.R.A.- I, Kolkata 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 for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT :

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT:

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the A.D.S.R. Garia or D.S.R-IV, Alipore or A.R.A.- I, Kolkata. Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

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

_____ Name of Allottee
 _____ (Allottee Address)
 _____ M/s Promoter name
 _____ (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

of India for the time being in force.

33. DISPUTE RESOLUTION:

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

SCHEDULE- "A" ABOVE REFERRED TO

ALL THAT piece and parcel of the **Flat Type**. situated on the Floor in Block- measuring more or less **sq. ft.** **super built up area** and along with **one covered car parking space** measuring about **135 sq. ft.** at the Ground Floor of the said building complex named as **“4-SIGHT GRAND CASTLE”** constructed on the land total measuring about 186.8 decimal be the same a little more or less comprised in R.S. Dag No.- 1545, 1545/1914, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1552/1913, 1553, 1554, 1596/1911, 1532, 1555, 1556, 1592, 1596, R.S. Khatian No.- 1538, 1414, 1810, 508, 272, 531, 583, 1536, 265, 1803, 615, 556, 1206, 1418 , Mouza- Barhans Fartabad, J.L. No.- 47, Holding No. 50, Barhans, under Ward No.- 30 of Rajpur Sonarpur Municipality, Sub. Registry Office- Garia, P.S.- Sonarpur, District- South 24 Parganas, and the entire land is butted and bounded as follows :-

ON THE NORTH: By R.S. Dag 1541, 1533, 1534;

ON THE SOUTH: By R.S. Dag No. 1590;

ON THE EAST: By N.S.C. Bose Road & R.S. Dag No. 1593, 1594;

ON THE WEST: By R.S. Dag 1543, 1544 & 1542;

SCHEDULE- "B" ABOVE REFERRED TO

FLOOR PLAN

SCHEDULE- "C" ABOVE REFERRED TO

1.	On the date of signing of this Agreement for sale.	Rs./-
2.	On or before completion of Foundation work.	Rs./-
3.	On or before completion of 1st floor casting	Rs./-
4.	On or before completion of 2 nd floor casting	Rs./-
5.	On or before completion of 3rd floor casting	Rs./-
6.	On or before completion of 4 th floor casting.	Rs./-
7.	On or before completion of Brick-Work.	Rs./-
8.	On or before completion of Flooring work.	Rs./-
9.	On or before completion of Brick work.	Rs./-
10.	On possession or registration Whichever is earlier.	Rs./-

	Total-Rs./-	-----

SCHEDULE- "D" ABOVE REFERRED TO

1. Entrance and exit gates of the building.
2. Paths passages and open spaces in the building other than those reserved by the Promoter for its own use for any purpose and those meant or

earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any Co-owner.

3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the building.
5. Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.
6. Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and lift and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator space in the ground floor of the building.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
9. Water pump with motor and with water supply pipes to overhead/underground water tank and with distribution pipes there from connecting to different units of the building.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal drain.
12. Common bathroom with W.C. and two common toilets in ground floor of the building.
13. Room for darwan/security guard, caretaker's office in the ground floor of the building.
14. CCTV and Visitors lounge Area.

15. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Boundary walls.
17. The roof of the building.
18. Deep tube well.

SCHEDULE- "E" ABOVE REFERRED TO

1. **NO. OF FLOORS** : LG+UG+ 7
2. **STEEL** : Steel used in the building to be of "ISI" mark reputed.
3. **CEMENT** :Cement used in the building to be premium quality- Larsen & Toubro/ACC/Gujarat Ambuja/Birla Cement/Century Cement / other reputed manufactures.
3. **STRUCTURE** : RCC Frame structure.
4. **FLOORING** : Vitrified Tiles of size 2.0 x 2.0 feet slabs.
5. **TOILETS** : Toilets flooring to be of Antiskid Ceramic tiles.
6. **DOOR FRAMES** : All to be of 4" x 2.5" Malaysia Sal.Doors to be water proof phenol bonded flush door.
7. **WINDOWS** : All to be of Aluminum casement/ UPVC sliding with full glass panes of minimum 4 mm thickness.
8. **WALL (INSIDE)** : Wall to be covered with Plaster of Paris except Toilet.
9. **GRILLS** : To be provided as and where necessary.
10. **WALL (TOILET)** : Toilets to be covered with standard quality Ceramic Tiles up to Door lintel height.
11. **WALL (OUTSIDE)** : Plaster and painted with exterior acrylic paint of superior manufacturer and brand.
12. **PLUMBING** : For all water lines PVC/G1/CI to be fitted with "Essco", or similar brand fixtures and fittings. All toilets to be provided with hot and cold water lines.
13. **PAINTING** :Internal Doors to be painted with enamel paints of Berger or equivalent make, Main Door to be finished in wooden polish.

14. **ELECTRICAL**: Concealed copper wiring to be provided with ISI Copper wires of "Finolex" or equivalent make.
15. **KITCHEN**: Platform to be of black Granite/ Granite Polished Green Marble, Stainless Steel Sink with draining board. Counter will have Ceramic Tiles 2.5 feet above the platform.
16. **POWER POINTS** : 20 Nos. of 5 Amp. Point and 5 Nos. of 15 AMP.
17. **POWER SUPPLY** : Electric connection to commensurate with the above to be provided with individual loop arrangements for all flats. However, all deposits towards service and individual meters will be proportionately borne by the flat PURCHASERS.
18. **INTERCOM** : Intercom connection for each flat will be provided.
19. **TELEPHONE & T.V.**: Concealed connection to be provided in every flat.
20. **LIFT** : Lift of "Otis", "Kone", "Adams". "LES" make or similar will be provided.
21. **OUTSIDE LIGHTING**: Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.
22. **PLANTERS** : Abundant greening of the building to be done with decorative foliage using "in situ" planters.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
Photographs
and Sign
across the

(2) Signature _____

Name _____

Address _____

Please affix
Photographs
and Sign
across the

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Please affix
Photographs
and Sign
across the

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____