

THIS AGREEMENT FOR SALE ("Agreement") made on this _____ day of _____ 2023, **BETWEEN (1) SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 and a company within the meaning of the Companies Act 2013, having **PAN AAHCS7635P**, having CIN U70101WB1987PTC041889 having its registered office at 11/1/1C East Topsia Road, Plot No 26, Kolkata-700 046 , represented by its Director **Mr.Vikash Agarwal**, son of Sri Gokul Chand Agarwal, residing at 11A/1, Sunny Park, P.O. & P.S Ballygunge,Kolkata-700 019, **(2) URVASHI DISTRIBUTORS PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 and a company within the meaning of the Companies Act 2013 having **PAN AABCU0786D**, having CIN U52100WB2009PTC134992 having its registered office at 11/1/C, East Topsia Road, Plot No. 26, Kolkata-



700 046, represented by its Director Vikash Agarwal, son of Sri Gokul Chand Agarwal, residing at 11A/1, Sunny Park, Police Station-Ballygunge, Post Office-Ballygunge Kolkata-700 019, **(3) BISWESWAR CHOWDHURI**, son of the Late Dhrubojyoti Chowdhury, having **PAN-AKZPC7582N**, having Aadhar No. **7649 9828 2728** by faith Hindu, by occupation-Engineer, **AND (4) SMT. CHANDA CHOWDHURY**, wife of Bisweswar Chowdhuri, having **PAN - ALZPC4281D**, having **Aadhar No. 6220 9865 8434**, by faith Hindu, by occupation-Housewife, both residing at 15/1A, Priyanath Mullick Road, Post Office- Kalighat and Police Station- Bhowanipore, Kolkata-700 026, hereinafter jointly referred to as the **OWNERS** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include so far as the companies are concerned their respective successors-in-interest and assigns and so far the individuals are concerned their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**:

AND

UTOPIA DEVELOPERS a Partnership firm having **PAN- AAGFU6177J** carrying on business at 11/1A/1, East Topsia Road, Kolkata-700046, represented by one of its Partners namely Mr. Soumyajit Gupta, son of the late Indrajit Gupta, having **PAN-AJAPG9130E**, having **Aadhar No. 4474 9191 3448**, residing at Premises No. 87A, Sarat Bose Road, Post Office- Kalighat, Police Station Bhowanipore, Kolkata-700026 hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or 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**:

AND

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



[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____], (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**

The Owners, the Promoter and the Allottee(s) shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".



WHEREAS:

A. The Owner No.1 herein namely Sunrise Builders And Finance Private Limited is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of land containing an area of 7 cottahs, 8 chittacks and 36 Sq.ft. be the same a little more or less situate lying at Premises No. 15/2 Priyanath Mallick Road Kolkata-700026 more fully and particularly described in the **Part I** of the **A Schedule** hereunder written (hereinafter referred to as the said **1st Premises**) free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

B. The Owner No.2 herein namely Urvashi Distributors Private Limited is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of land containing an area of 2 cottahs, 10 chittacks and 40 Sq.ft. be the same a little more or less situate lying at Premises No. 15/1B Priyanath Mallick Road Kolkata-700026 more fully and particularly described in the **Part II** of the **A Schedule** hereunder written (hereinafter referred to as the said **2nd Premises**) free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

C. The Owners No.3 and 4 herein namely Bisweswar Choudhury and Smt. Chanda Choudhury are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of land containing an area of 2 cottahs, 8 chittacks be the same a little more or less situate lying at Premises No. 15/1A Priyanath Mallick Road Kolkata-700026 more fully and particularly described in the **Part III** of the **A Schedule** hereunder written (hereinafter referred to as the said **3rd Premises**) free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

D. By a Development Agreement dated the 15th day of March, Two Thousand and Twenty One (2021) made between the said Owners No. 3 and 4 herein therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered at the office of the District Sub-Registrar-III South 24-Parganas in Book No. I, Volume Number 1603-2021, Pages 61424 to 61470 Being No. 160302051 for the year 2021, the said Owners jointly therein on the terms and conditions



mentioned therein appointed the Promoter herein to develop and promote the said 3rd Premises by constructing a multistoried residential-cum-commercial building comprising of several independent Units, car parking spaces and other constructed areas thereon on and to commercially exploit the same.

E. The Owners No. 3 and 4 had executed a Power of Attorney in favour of the Promoter dated the 16th day of March, Two Thousand and Twenty One 2021 and registered at the office of the District Sub-Registrar III, South 24-Parganas in Book No. I, Volume No. 1603-2021, Pages 58548 to 58569, Being No. 160302216 and for the year 2021, to enable the Promoter to promote and develop the said 3rd Premises as agreed.

F. By another Development Agreement dated the 25th day of March, Two Thousand and Twenty One (2021) made between the Owners No. 1 and 2 herein therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered at the office of the District Sub-Registrar-III South 24-Parganas in Book No. I, Volume Number 1603-2021, Pages 79778 to 79830 Being No.160302738 for the year 2021, the said Owners jointly therein on the terms and conditions mentioned therein appointed the Promoter herein to develop the said 1st and 2nd Premises by constructing a multistoried residential-cum-commercial building comprising of several independent Units, car parking spaces and other constructed areas thereon and to commercially exploit the same.

G. The Owners No. 1 and 2 had executed a Power of Attorney in favour of the Promoter dated the 20th day of January, 2022 and registered at the office of the District Sub-Registrar III, South 24-Parganas in Book No. I, Volume No. 1603-2021, Pages 48347 to 48373, Being No. 160301617 for the year 2022, to enable the Promoter to promote and develop the said 1st and 2nd Premises as agreed.

H. After the registration of the Development Agreements dated the 15th day of March, Two Thousand and Twenty One (2021) and 25th day of March, Two Thousand Twenty One (2021) the Promoter had applied for amalgamation of the said 1st, 2nd and 3rd Premises in the concerned department of the Kolkata Municipal Corporation and based upon such application the said 1st, 2nd and the 3rd premises got amalgamated and came to be known as Premises No.15/2 Priyanath Mullick Road Kolkata-700026 more fully and particularly described in



the **Part IV** of the **A Schedule** hereunder written (hereinafter referred to as the **said Premises**).

I. Pursuant to the terms and conditions of the aforesaid Development Agreements the Promoter got a plan, being Building Permit No. _____ dated the _____, duly sanctioned by the Kolkata Municipal Corporation for construction of a multistoried residential-cum-commercial building comprising of several independent residential and commercial Units upon the Said Premises or on the part thereof to be known as “_____” (hereinafter referred to as the **said Project**).

J. Subsequent to the commencement of the West Bengal Real Estate (Regulation and Development Rules, 2021 (RERA), the Promoter had registered the Project under the provisions of RERA with the Authority concerned under registration no. RERA/_____ issued by the authority in response to its Application dated the ____ day of _____, 20____.

K. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises, have been completed.

L. The Allottee(s) has/have applied for allotment of a residential Apartment in the said Project under development vide Application No. ____ dated the _____, and he/she/they has/have been allotted a residential Apartment No. _____ having carpet area of _____ **Sq.ft.** be the same a little more or less together with a balcony containing an area of _____ **Sq.ft.** be the same a little more or less (total built-up area of _____ **Sq.ft.**) be the same a little more or less on the _____ floor of the New Building and proportionate common areas measuring _____ **Sq.ft.** be the same a little more or less of the residential project known as “_____” presently under construction more fully and particularly described in the **Part V** of the **A Schedule** hereunder written constructed and completed in accordance with the Specifications mentioned in the **Third Schedule** hereunder written and together with the right to park a car in the open/covered car parking space being Car Parking Space No. _____ more fully and particularly mentioned in the **Part VI** of the **A Schedule** hereunder written (hereinafter collectively referred to as the “**said Apartment**”).



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

N. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

O. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.

P. 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.

Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro-rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.

R. The title of the Owners to the said Property has been examined by the Allottee(s) to his/her/their satisfaction and the Allottee(s) agree and covenant not to raise any objection thereto or make any requisition in connection therewith.

S. The Allottee(s) have also seen and inspected the Layout Plans for the time being sanctioned by the authorities relating to the said project and have fully satisfied themselves about the validity and all other aspects thereof and agree(s) and covenant(s) not to raise any objection with regard thereto.

T. The words or the expressions used in this Agreement are defined in **SEVENTH Schedule** hereunder.

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 Owners and the Promoter agree to sell to the Allottee(s) hereby agree(s) to purchase, the Apartment as specified in recital **L** herein above.

1.2.1 The Total Price of the Apartment is **Rs.** _____ /- (**Rupees** _____ **only**) ("Total Price of the Apartment").

Rate of Apartment per square foot of carpet area	_____
Apartment No.	_____
Type	_____ bhk
Floor	_____
Cost of apartment	Rs. _____
Cost of exclusive private balcony or verandah areas	Nil
Cost of exclusive private terrace areas (if applicable)	Nil
Costs of pro rata share of common areas	Nil
Cost of semi covered car parking space OR right to park in the open parking space or mechanical parking space	Rs. _____ /-
Cost of Preferential location Charges @Rs. _____ per Sq.Ft.	Rs. _____ /-
Cost of Floor Escalation Charges @Rs. _____ per Sq.Ft	Rs. _____ /-
Consideration for the Apartment which is inclusive of Booking Amount	Rs. _____ .00

1.2.2 The Total Extras and deposits in respect of the Apartment is Rs. _____ /- (Rupees _____ only) ("Total Extras and



Deposits”) as mentioned herein below and Total GST as applicable thereon is Rs. _____/- (Rupees _____ only) (Total GST on EDC).

Extras & Deposits	
<p>Maintenance Charges (non-refundable) for 12 months @Rs. ___ per Sq.Ft.</p> <p>(An estimated maintenance charges as security deposit plus GST as applicable. The estimation is based on current valuation which however may change from time to time after delivery of possession of apartment.)</p> <p>(to be calculated on the total carpet area of the Apartment and the pro rata share in the common areas.)</p>	<p>An estimated maintenance charges of Rs. _____/- as security deposit plus GST as applicable. The above mentioned estimation is based on current valuation which however may change from time to time after delivery of possession of flat.</p>
<p>Corpus Deposit @ Rs. _____ per sq.ft</p> <p>(to be calculated on the total carpet area of the Apartment and the pro-rata share in the common areas.)</p>	Rs. _____/-
<p>Municipal Tax Deposit @ Rs. _____ per sq.ft</p> <p>(to be calculated on the total carpet area of the Apartment and the pro-rata share in the common areas.)</p>	Rs. _____/-
<p>Generator Charges (non-refundable) for _____ Watt @ Rs. _____ per KVA</p> <p>(Provision has been made for installation of Diesel Generator (DG) for power back up to run the basic facilities at the complex. D.G Back up facility is also made available for running the basic electrical</p>	Rs. _____,00



appliances in the Apartments.)		
Category	Load in Watts	Amount Payable
___ BHK Flats	___ w	___/- Plus GST as applicable
___ BHK Flats	___ w	___/- Plus GST as applicable
___ BHK Flats	___ w	___/- Plus GST as applicable
<p>Legal and Documentation Charges (Rs.50,000/- (Rupees Fifty Thosand only) and other incidental charges for Registration of Agreement & final Conveyance Deed. In all the cases 50% of the charges would be paid at the time of execution of this agreement and the balance 50% on or before the date of commencement of liability or the date of execution of the Deed of Conveyance in respect of the said Apartment, whichever is earlier. If there is delay on the part of the Purchaser to obtain the Conveyance of the flat agreed to be purchased for more than six months from the date of obtaining the completion certificate in respect of the building, in such event the balance legal and documentation charges shall stand increased by 10% every year. For the preparation of nomination agreement a sum of Rs.25,000/-, (Rupees Twenty Five Thousand only) and other incidental charges would be payable by the Allotee(s). Such nomination legal fees would be applicable and/or payable for all subsequent nominations of this agreement till the conveyance is executed.</p>		
<p>Transformer Charges (non-refundable)</p>		
		<p>Rs./-</p> <p>(At actuals, per Sq.ft. Rs./- of the carpet area of the said Apartment + GST)</p>



Association Formation Charges (non-refundable)	Rs. _____00
Reimbursement of Proportionate WBSEDCL Infrastructure & other cost for Electricity Connection to the Project	Rs. _____00
Reimbursement Cost of 11 KV 300 sq.mm XLPE cable & its laying charges for Electricity Connection to the Project plus GST as applicable.	Rs. _____00
Individual Electricity Meter Deposit	(On Actuals)
Mutation Cost (This is tentative cost and any deficit or surplus will be adjusted/recovered based on the actual cost at the time of mutation.)	(On Actuals)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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/Plot]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) 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 includes: 1) pro-rata share in the Common Areas; and 2) garage/closed, open and mechanical parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) 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(s) 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(s), 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").

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(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), 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(s) after the construction of the Building is complete and the Completion Certificate is granted by the Kolkata Municipal Corporation, 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(s) 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(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) 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 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) 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(s) 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 Allottee(s) as provided in the Act;
- (iii) 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(s) agree(s) that the Apartment along with _____ garage/closed, open, mechanical parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is presently an independent, self-contained Project covering the Land comprised in the said Premises.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), 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 Allottee(s) or



any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), 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(s) has/have paid a sum of Rs _____, (Rupees _____ only) 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(s) hereby agree(s) 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(s) delay(s) in payment towards any amount which is or would become payable, he/she/they 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(s) 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 "_____" payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee(s), 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(s) understand(s) and agree(s) that in the event of any



failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they 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(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) 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(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name(s) as the Promoter may in its sole discretion deem fit and the Allottee(s) undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) and the common are as to the Association of the Allottee(s) after receiving the Completion Certificate, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Sixth Schedule ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee(s) has/have 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 Kolkata Municipal Corporation and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the said Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 **Schedule for possession of the said 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(s) agree(s) 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(s) agree(s) and confirm(s) 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(s) 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(s), Allottee(s) agree(s) that he/ she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the Completion Certificate from the Kolkata Municipal Corporation shall offer in writing the possession of the Apartment, to the Allottee(s) 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(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottee(s), as the case may be. The Promoter on its behalf shall offer the possession



to the Allottee(s) in writing within _____ days of receiving the Completion Certificate of the Project.

7.3 Failure of Allottee(s) to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause ____, the Allottee(s) 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(s). In case the Allottee(s) fail(s) to take possession within the time provided in clause 7.2 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee(s) – After obtaining the Completion Certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottee(s) or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee(s) – The Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act: Provided that where the Allottee(s) propose(s) 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(s) shall be returned by the Promoter to the Allottee(s) within 45 days of such cancellation.

7.6 Compensation

The Promoter shall compensate the Allottee(s) in case of any loss caused to him/her/their 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 its 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 Allottee(s), in case the Allottee(s) wish(es) to withdraw



from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/their 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(s) do(es) not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) 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(s) as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Premises;
- (ii) The Promoter has the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Premises, Project or the Apartment;
- (v) All approvals, licences and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, 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(s) 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 Premises, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) 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(s) and the common areas to the Association of Allottees;
- (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;
- (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 Premises) has been received by or served upon the Promoter in respect of the said Premises and/or the Project;

9. **EVENTS OF DEFAULT AND CONSEQUENCES**

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(s) 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;



- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its 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(s) is/are entitled to the following:
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stop(s) making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
 - (ii) The Allottee(s) 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(s) 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(s) do(es) not intend to withdraw from the project or terminate the Agreement, he/she/they 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(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee(s) fail(s) 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(s) 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(s) under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to it by the Allottee(s) 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(s), 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 Completion Certificate.

However, in case the Allottee(s) fail(s) 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(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) 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

i) The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottee(s) subject to its formation and registration 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 on the basis that the Association shall be formed within a period of 90 (Ninety) days from the date of Completion Certificate.

ii) In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Promoter shall



through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas, Amenities & Facilities.

iv) The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas, Amenities & Facilities will be required to provide manpower for maintaining the Common Areas, Amenities & Facilities wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

vi) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee(s) are bound to follow the same.

vii) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association.

ix) The Allottee(s) will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

x) The Promoter shall at an appropriate time within a maximum period of 30 (thirty) days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee(s) (as also to all other Allottee(s) of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.



xi) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee(s) agree to abide by the same.

xii) The Allottee(s) has/have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.

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

13. **RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee(s) hereby agree(s) to purchase the Apartment on the specific understanding that his/her/their 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(s) of all his/her/their 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(s) agree(s) 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 the said Project namely "_____", 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(s) 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(s) 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) further undertake(s), assure(s) and guarantee(s) that he/she/they 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 Allottee(s) 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(s) 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(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(s) 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(s) shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

The Allottee(s) is/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 in general and this project in particular. That the Allottee(s) hereby undertake(s) that he/she/they shall comply with and carry out, from time to time after he/she/they has/have 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/their 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 or herein provided.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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



20. **APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter shall comply with various laws/regulations as applicable in the State of West Bengal.

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) 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(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) 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(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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(S)/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 Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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(s) 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(s) that exercise of discretion by the Promoter in the case of one Allottee(s) 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(s) has/have 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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be 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(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

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

_____ Name of Allottee(s)

_____ (Allottee(s) Address)

M/s _____ Promoter name

_____ (Promoter's Address)

It shall be the duty of the Allottee(s) 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(s), 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/their which shall for all intents and purposes to consider as properly served on all the Allottees.



32. **GOVERNING LAW**

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 through the Adjudicating Officer appointed under the Act.

34. **MISCELLANEOUS TERMS**

(a) The Total Price of Apartment finished as per the specifications includes recovery of proportionate price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical 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 deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(b) If prior to execution of the conveyance, the Allottee(s) nominate his/her/their provisionally allotted apartment unto and in favour of any other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of Nomination fees of 2% on the price agreed herein to the Promoter.

(c) The rights of the Allottee(s) are limited to ownership of the said Apartment and the Allottee(s) hereby accept the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

(d) The Allottee(s) have the right to visit the project site to assess the extent of development of the Project and his/her/their/its Apartment as the case may be, at their own risk, and with prior



intimation to and permission from the Promoter. The Promoter including Project staffs and the Owners shall not be liable for any untoward incident or accident.

(e) The Promoter will not entertain any request for modification in the layouts of the said Apartment and external facade of the Building and the common areas, facilities and amenities.

(f) It is made clear by the Promoter and the Allottee(s) agree(s) that the said Apartment along with the _____ covered or open/mechanical parking spaces, shall be treated as a single indivisible unit for all purposes.

(g) If applicable, the tax deductible at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 15 (Fifteen) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee(s) under this agreement and the amount thereof shall be treated as outstanding.

(h) The Promoter shall not be liable to deliver possession of the Apartment to the Allottee(s) nor to execute or cause to be executed any Conveyance Deed or other instruments until such time the Allottees make payment of all amounts as mentioned in 1.2.1 and 1.2.2 agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has/have fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee(s) to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter, not due to any act or omission on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottee(s), as the case may be, after the issuance of the occupancy certificate/completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the said Apartment to the Allottee(s) at the time to conveyance of the same. The Promoter shall handover a copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.



(i) It is understood by the Allottee(s) that even if the Allottee(s) fail(s) to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee(s) shall be deemed to have taken possession on the 15th day from the date of notice of possession which date, for all purposes and irrespective of the actual date when the Allottee(s) take(s) physical possession of the said Apartment, will be deemed to be the possession date.

On and from the Possession Date and Deemed Possession:

- (i) The Apartment shall be at the sole risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof;
 - (ii) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;
 - (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee(s) proportionate to his/her/their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottees, with effect from the Possession Date.
 - (iv) All other expenses necessary and incidental to the management and maintenance of the Project.
- (j) Further, in case the Allottee(s) fail(s) or neglect(s) to take possession of the said Apartment as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach/default by the Allottee(s), the Allottee(s) shall in addition to any other applicable charges, be liable to pay holding charges @ Rs.____/- per Sq.ft. per month, plus GST (if applicable), from the Deemed Possession Date to the Possession money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 (forty five) days of such cancellation.
- (l) The Allottee(s) acknowledge(s) that in the event of Allottee(s) terminating this Agreement for Sale for no default on the part of the Promoter, the Promoter is bound to suffer huge loss in as much as the said Apartment having remained blocked for the Allottee(s) and as such, in the event the Allottee(s) terminating or cancelling this Agreement for Sale, the Allottee(s) waives the right to claim refund of



balance amount until such time the Promoter has entered into another agreement with any other person or before the expiry of 12 months from the date of such termination, whichever event shall happen earlier. The Promoter shall refund the balance amount by cheque/demand draft. The Allottee(s) shall be at liberty to claim applicable taxes from the concerned authorities.

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

(n) The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee(s) after taking actual physical possession of the said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or



indirect consequence of such alterations or changes will not be entertained by the Promoter;

- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
 - vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his/her/their/its agent in the manner in which same is required to be maintained.
 - vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
 - viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- (o) The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee(s) and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.



(p) Where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree that the regular wear and tear of the said Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

(q) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in hereinabove.

(r) In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Owners/Promoter shall act in accordance with the instructions of the bank/financial institution in terms of the Agreement between the Allottee(s) and the Bank/financial institution, subject however the Owners being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Owners shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such bank/financial institution.

(s) The Allottee(s) shall also ensure the following:



No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

No Collapsible Gate:

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

No Grills:

Not to install any grill on the balcony or verandah.

No Sub-Division:

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

No Installing Generator:

Not to install or keep or run any generator in the Said Apartment.

No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said Apartment.



No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

No Smoking in Public Places:

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

No Trespassing:

Not to trespass or allow trespassers over lawns and green plants within the Common Areas.

No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

Pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the



Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

Use of Common Toilets:

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

Use of Spittoons/Dustbins:

Use the spittoons/dustbins located at various places in the Project.

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 witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s): (including joint buyers)

(1) _____

(2) _____

at _____ on _____

in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owners:

(1) _____

(Authorized Signatory)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)



WITNESSES:

1. Signature _____ Name -
Address _____

2. Signature _____ Name-
Address _____

SCHEDULES**THE FIRST SCHEDULE ABOVE REFERRED TO:****PART I****(PREMISES NO. 15/2 PRIYANATH MULLICK ROAD)**

ALL THAT the piece and parcel of land containing an area of 7 cottahs 8 chittacks and 36 Sq.ft. be the same a little more or less situate lying at Premises No. 15/2 Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata- 700026.

PART II**(PREMISES NO. 15/1B PRIYANATH MULLICK ROAD)**

ALL THAT the piece and parcel of land containing an area of 2 cottahs 10 chittacks and 40 Sq.ft. be the same a little more or less situate lying at Premises No. 15/1B Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata- 700026.

PART III**(PREMISES NO. 15/1A PRIYANATH MULLICK ROAD)**

ALL THAT the piece and parcel of land containing an area of 2 cottahs 8 chittacks be the same a little more or less situate lying at Premises No. 15/1A Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata- 700026.



PART IV**(SAID PREMISES)**

ALL THAT the piece and parcel of land containing an area of 12 cottahs ___ chittacks and ___ Sq.ft. be the same a little more or less situate lying at Premises No. 15/2 Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata-700026 butted and bounded as follows :-

ON THE NORTH :
 ON THE EAST :
 ON THE SOUTH :
 ON THE WEST :

:

**THE SCHEDULE "A" ABOVE REFERRED TO:
 (Said Apartment)**

ALL THAT the residential **Apartment No.** _____, containing carpet area of _____ **square feet** approximately together with an exclusive private balcony area of _____ **Sq.Ft.** (total built up area of _____ sq.ft. approx.), be the same a little more or less, on the _____ **Floor** of the New Building and proportionate common areas of _____ Sq. Ft. of the Project known as "_____" presently under construction, constructed and completed in accordance to the Specifications as mentioned in the **Third Schedule** here to and Together With the said share, more fully and particularly mentioned and described in the **Part-IV** of the **First Schedule** hereunder written and Together with right to enjoy the Common Areas, Facilities and Amenities, more fully and particularly mentioned and described in the **Part I and II** of the **Fourth Schedule** hereunder written along with the right to enjoy the same in common to the other allottees of the said New Building and the said Project, shown and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** thereon.



ALL THAT with right to park a car in the car parking space on the Ground Floor of the new Building of the Project known as _____, shown and delineated on the Plan being **Annexure B** hereto and bordered in colour **GREEN** thereon.

THE SCHEDULE "B" ABOVE REFERRED TO

Floor Plan

THE SCHEDULE "C" ABOVE REFERRED TO

PART-I (Total Consideration)

The **Total Consideration** payable by the Allottees to the Promoter for sale of the said Apartment / Unit shall be as follows:-

Head	Price
(i) Apartment / Unit No. _____, Floor _____ Floor; Carpet Area _____ sq ft; Built-up Area _____ sq ft; Super Built-up Area _____ sq ft;	Rs. _____
(ii) Preferred Location Charges - _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(vi) 1 (One) number and Closed type Car parking (<i>Garage / Closed Parking</i>) at Ground level;	Rs. _____
(vii) _____ number Two Wheeler parking at _____ level;	Rs. _____
Add : GST @ 5 %	Rs. _____
Total:	Rs. _____



(Rupees _____) only

Note : GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II
(Installments / Payment Plan)

PAYMENT SCHEDULE	
At the time of Booking	10% + Applicable Tax
On Agreement	10% of total consideration + Applicable Tax
On Completion of Foundation	10% of total consideration + Applicable Tax
On Completion of Ground Floor Roof Casting	5% of total consideration + Applicable Tax
On Completion of 1st Floor Roof Casting	5% of total consideration + Applicable Tax
On Completion of 2nd Floor Roof Casting	5% of total consideration + Applicable Tax
On Completion of 3rd Floor Roof Casting	5% of total consideration + Applicable Tax
On Completion of 4th Floor Roof Casting	10% of total Consideration+ Applicable Tax
On Completion of Brick work of respective unit	10% of total Consideration+ Applicable Tax
On Completion plastering of respective unit	10% of total consideration + Applicable Tax
On Completion flooring of respective unit	10% of total consideration + Applicable Tax
On Completion plastering of Elevation	5% of total consideration + Applicable Tax
On or Before Possession	5% of total consideration + Applicable Tax

** Within 30 days of raising of demand such payment shall be made by the Allottees.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS)

1. **Structure:**
2. **Flooring:**
 - a. **Common area:**
 - b. **Apartment:**
 - c. **Toilets:**



3. **Toilets:**
4. **Doors:**
5. **Windows:**
6. **Painting:**
7. **Electrical:**
8. **Telephone/ Intercom Facility:**
9. **Lift:**
10. **Back- up Generator:**
11. **Security Systems:**

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART - I

(COMMON AREAS)

(SET OUT)

PART - II

(COMMON AMENITIES AND FACILITIES)

(SET OUT)

THE FORTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

(SET OUT)

THE FIFTH SCHEDULE ABOVE REFERRED TO:



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

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Promoter inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment.

ARCHITECTS - shall mean _____ having its registered office at _____ Kolkata 7000____.

ASSOCIATION OF ALLOTTEES - shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

BUILT UP AREA - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

CARPET AREA- shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee.



COMMON AREAS- shall mean and include the areas, as mentioned in **Part I** of the **E Schedule** hereunder written.

COMMON FACILITIES AND AMENITIES: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **E Schedule** hereunder.

COMMON MAINTENANCE EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **F Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s).

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottee(s), collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottee(s) and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which the Allottee(s) shall take actual physical possession of his/her apartment after fulfilling all obligations in terms of clause 7.3 hereinafter or the date next after expiry of the Completion Notice, irrespective of whether the Allottee(s) take(s) actual physical possession of the Apartment or not, whichever is earlier.

GARAGE - shall mean the spaces in the portions of the Ground Floor level of the Project whether semi-covered or open or mechanical parking spaces expressed or intended to be reserved for parking of motor vehicles/two wheelers, more fully and particularly mentioned and described in the **Part-VI** of the **A Schedule**.



NEW BUILDING(S) - shall mean the new building(s) consisting of G+___ storeys constructed and completed at the said Premises being named " _____ " containing several independent and self contained residential apartments, parking spaces and other constructed areas, The Ground and the First Floor of the said Building shall be used for commercial purpose .

PLAN - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No. _____ dated the _____ for construction of the Ground plus Four (G+___) building consisting of self contained independent apartments and the car parking spaces whether open or covered within the said Project (defined herein below) and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as _____ and the ground floor and first floor of the said building shall be used for commercial purpose and wherever the context so permits or intends shall include a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, and any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

PROJECT - shall mean the residential building complex known as _____ comprising of one/___ Ground plus _____ (G+___) building(s) consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities constructed by the Promoter in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

RULES - shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under The Real Estate (Regulation and Development) Act, 2016.

REGULATION - shall mean the regulations made under the Real Estate (Regulation and Development) Act, 2016.



SAID PREMISES - shall mean All That the piece and parcel of land containing an area of 12 Cottahs _____ Chittacks be the same a little more or less together with _____ storied building standing thereon situate lying at and being Premises No.15/2, Priya Nath Mallick Road, Police Station-_____, Ward No._____, Kolkata-700 0_____, District South 24 Parganas, more fully and particularly described in the **Part IV** of the **A Schedule** hereinabove written.

SAID SHARE - shall mean pro-rata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).

SAID APARTMENT - shall mean **ALL THAT** the residential **Apartment No.**_____, containing carpet area of _____ **Sq. ft.** approximately together with an exclusive private balcony area of _____ **Sq. Ft.**, (total built up area of _____ sq.ft. approx.), be the same a little more or less, on the _____TH **Floor** of the Building and proportionate common areas of _____ Sq. Ft. of Project known as "_____" presently under construction, more fully and particularly mentioned and described in the **Part-V** of the **A Schedule** hereunder written and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** thereon constructed and completed in accordance to the Specifications as mentioned in the **D Second Schedule** hereto and Together with a Garage/semi-covered parking being No. _____, **OR** Together with right to park in open car parking space or mechanical parking being No. _____, more fully and particularly mentioned and described in the **VI** of the **Second Schedule** hereunder written and delineated on the Floor Plan being **Annexure B** hereto and bordered in colour **GREEN** thereon and Together With the said share, more fully and particularly mentioned and described in the **Part-IV** of the **A Schedule** hereunder written and Together with right to enjoy the Common Areas, Facilities and Amenities, more fully and particularly mentioned and described in the **Part I and II** of the **E Schedule** hereunder written along with the right to enjoy the same in common to the other allottee(s) of the said New Building and the said Project.



SIGNAGE SPACE - shall mean all signage and display spaces outside of all the Commercial spaces as shall be earmarked by the Promoter in the Said Project

SERVICE INSTALLATIONS - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

SPECIFICATION - shall mean the specification for the said Apartment as mentioned in the **D Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
DEVOLUTION

WHEREAS:

I. **15/2, Priyanath Mullick Road**

A. By a registered Indenture of Conveyance dated the 22nd day of December, 1925 one Madhab Chandra Ghosh purchased All That the piece and parcel of land containing an area of 7 cottahs 8 chittacks 36 sq.ft. be the same a little more or less lying situate at and being Plot No.87/2 of the Surplus land in Improvement Scheme No. V formed out of the portion of old Premises Nos.102A and 102B, Beltala Road and 147, Russa Road (South), being part of Holding Nos.374 and 379, Sub-Division M, Division-VI, of Dihi Panchannagram, Police Station-Bhowanipore, within the limits of the then Calcutta Municipal Corporation, Ward No.72, District the then 24-Parganas (hereinafter referred to as the **said 1st premises**) from The Trustees for the Improvement of Calcutta and became seized and possessed absolutely and forever.

B. The said 1st premises was subsequently numbered by the then Calcutta Municipal Corporation being premises No.15/2, Priyanath Mullick Road.



C. The said Madhab Chandra Ghosh who during his lifetime was a Hindu, governed by the Dayabhaga School of Hindu Law died on 26th September, 1964 after making and publishing his Last Will and Testament dated the 17th day of June, 1961 whereby and where under he appointed the State Bank of India as the Sole Executor and Trustee under the said Last Will and Testament and gave devised and bequeath All That the said **1st Premises** in favour of Amarnath Dey and Nitya Lal Dey absolutely and forever.

D. The said State Bank of India being the Executor applied for and obtained probate issued on 18th day of March, 1975 of the said Last Will and Testament of the said Madhab Chandra Ghosh from the Hon'ble High Court at Calcutta and as such became the trustee of the said **1st Premises**.

E. In terms of the Last Will and Testament of Madhab Chandra Ghosh the said State Bank of India executed a Deed of Transfer dated the 25th day of July, 1985 in favour of the said Amarnath Dey and Nitya Lal Dey and duly registered the same with Registrar of Assurances, Calcutta in Book No.I, Volume No.327, Pages 337 to 344, Being No.14881 for the year 1985 in respect of the said **1st Premises**.

F. Thus the said Amarnath Dey and Nitya Lal Dey jointly became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said **1st Premises** absolutely and forever.

G. By an Indenture of Conveyance dated the 24th day of February, 1989 made between the said Amarnath Dey therein referred to as the Vendor of the One Part and one Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani therein jointly referred to as the Purchasers of the Other Part and registered with Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 291 to 300, Being No.2099 for the year 1989 the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers All That his undivided $\frac{1}{2}$ part or share of the said **1st Premises** absolutely and forever.

H. By another Indenture of Conveyance dated the 24th day of February, 1989 made between the said Nitya Lal Dey therein referred



to as the Vendor of the One Part and one Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani therein jointly referred to as the Purchasers of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 301 to 310, Being No.2100 for the year 1989 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers All That his undivided $\frac{1}{2}$ part or share of the said 1st Premises absolutely and forever.

I. Thus the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani jointly became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said **1st Premises** absolutely and forever.

J. By a Deed of Declaration dated the 22nd day of July, 1994 executed by the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani and registered at the office of the Additional District Sub-Registrar, Alipore in Book No.I, Being No.2131 for the year 1994 the declarant therein declare themselves as the sole and absolute Owners of the said **1st Premises**.

K. By an Indenture of Conveyance dated the 22nd day of July, 1994 made between the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Smt. Dipika Hemani and Smt. Bhavana Hemani therein jointly referred to as the Vendors of the One Part and the Vendor No.1 herein therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Alipore, South 24-Parganas in Book No.I, Volume No.61, Pages 243 to 280, Being No.2183 for the year 1994, the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser All That the said **1st Premises** absolutely and forever.

II. 15/1B, Priyanath Mullick Road

A. By a registered Indenture of Conveyance dated the 9th day of February, 1926 one Jadu Nath Sarkar purchased All That the piece and parcel of land containing an area of 5 cottahs 6 chittacks 10 sq.ft. be the same a little more or less lying situate at and being Plot No.87/1 of the Surplus land in Improvement Scheme No.V formed out of the portion of old Premises Nos.102A and 102B, Beltala Road and



147, Russa Road (South), being part of Holding Nos.374 and 379, Sub-Division M, Division-VI, of Dihi Panchannagram, Police Station-Bhowanipore, within the limits of the then Calcutta Municipal Corporation, Ward No.72, District the then 24-Parganas (hereinafter referred to as the Mother premises) from The Trustees for the Improvement of Calcutta and became seized and possessed absolutely and forever.

B. The said Jadu Nath Sarkar divided the said Mother Premises in two parts and thus All That the piece and parcel of land containing an area of 2 cottahs 10 chittacks 40 sq.ft. be the same a little more or less being the divided and demarcated portion of the said Mother Premises numbered as Premises No.15/1B, Priyanath Mullick Road (hereinafter referred to as the **said 2nd premises**).

C. The said Jadu Nath Sarkar who during his lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died intestate on 4th April, 1938 leaving him surviving his widow Smt. Ashima Sarkar and two unmarried daughters namely Smt. Priti Sudha Sarkar and Smt. Smriti Sudha Sarkar, who had a limited interest in the said 2nd premises, two married daughters namely Smt. Shanti Roy Choudhury, Smt. Bhakti Sudha Basu, who didn't have any right title and interest on the said 2nd premises and two sons namely Jitendranath Sarkar and Jibendranath Sarkar who upon his death jointly became entitled to All That the said **2nd Premises** absolutely and forever.

D. The said Smt. Ashima Sarkar who during her lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died on 23rd February, 1946 after making and publishing her last Will and Testament dated 12th December, 1945 duly registered with the office of the District Sub-Registrar, Alipore in Book No.III, Volume No.5, Pages 49 to 50, Being No.65 for the year 1945 whereby and where under she appointed one Subodh Chandra Basu and Jitendranath Sarkar as the joint Executors under the said last Will and Testament and give devised and bequeath All That the said **2nd Premises** in favour of her younger daughter Smt. Smriti Sudha Sarkar (Pal) absolutely and forever.

E. The said Subodh Chandra Basu and Jitendranath Sarkar jointly applied for and obtained probate of the said last Will and Testament before the Learned Court of District Delegate, Alipore under Act 39 Case No.15 of 1946 issued on 14th day of November, 1946 and as



such the said Smt. Smriti Sudha Sarkar (Pal) became the owner of All That the said **2nd Premises** absolutely and forever.

F. The said Smt. Smriti Sudha Sarkar (Pal) who during her lifetime was a Hindu and governed by Dayabhaga School of Hindu Law died intestate on 10th May, 1983 leaving her surviving her husband Jyoti Prasad Pal and only son Anil Kumar Pal as his heirs and legal representatives who upon her death became jointly entitled to All That the said **2nd Premises** each having undivided 1/2nd shares.

G. The said Anil Kumar Pal who during his lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died intestate on 19th August, 1995 leaving him surviving his father Jyoti Prasad Pal as his heir and legal representative who upon his death became entitled to All That his undivided ½ part or share in the said **2nd Premises**.

H. The said Jyoti Prasad Pal who during his lifetime was a Hindu and governed by Dayabhaga School of Hindu Law died on 10th February, 2003 after making and publishing his last Will and Testament dated 3rd September, 1999 whereby and where under he appointed one Smt. Sabitri Biswas as the Sole Executrix under the said last Will and Testament and give devised and bequeath All his properties including the said **2nd Premises** in favour of the said Smt. Sabitri Biswas absolutely and forever.

E. The said Smt. Sabitri Biswas duly applied for and obtained probate of the said last Will and Testament from the Learned Court of District Delegate, Alipore under Act 39 Case No.183 of 2003 issued on 23rd day of December, 2003 and as such the said Smt. Sabitri Biswas (Sil) became owner of All That the said **2nd Premises** absolutely and forever.

F. By a Deed of Conveyance dated the 26th March, 2010 made between the said Smt. Sabitri Biswas (Sil) therein referred to Vendor of the One Part and the Owner No.2 herein therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.I, CD Volume No.10, Pages 3374 to 3390, Being No.03828 for the year 2010 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser All That the said **2nd Premises** absolutely and forever.



G. One Ashim Sirkar filed a Title Suit being No. 3528 of 2010 before the Learned 4th Civil Judge (Junior Division) at Alipore against the Vendor No.2 herein and the said Smt. Sabitri Biswas (Sil) praying for the cancellation of the said Deed of Conveyance dated the 26th March, 2010, Being No. 03828 for the year 2010 and to declare the same as null and void.

H. By a Memorandum of Settlement dated the 19th day of June, 2012 made between the said Ashim Sirkar and the Vendor No.2 herein, the Parties therein agreed to settle the said Title Suit being No. 3528 of 2010 mutually by and between them at and for the consideration and on the Terms and condition contained therein. In terms of the said Memorandum the parties jointly filed a compromise petition before the Learned Court in the said suit.

I. By a Deed of Declaration dated the 19th day of June, 2012 made between the said Ashim Sirkar therein referred to as the First party of One Part and the Owner No.2 herein therein referred to as the Second Party of the Other Part and registered at the office of District Sub-registrar-I, South 24 Parganas in Book No. I, CD Volume No.10, Pages 887 to 903, Being No. 02223 for the year 2012, the said Ashim Sirkar disclaimed all his right, title, interest and claims whatsoever nature in respect of the said **2nd Premises** at and for the consideration and on the terms and conditions mentioned therein.

Premises No. 15/1A Priyanath Mullick Road

A. One Jibendranath Sarkar and Jitendra Nath Sarkar were jointly and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All that piece and parcel of land containing an area of 2 cottahs and 8 chittacks be the same a little more or less situate lying at Premises No. 15/1A Priyanath Mullick Road Kolkata. (hereinafter referred to as the said **Premises**).

B. The said Jibendranath Sarkar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 31st December, 1968 leaving him surviving his widow Smt. Rita Sarkar, as his only heiress and legal representative who upon his death became entitled to All That his undivided $\frac{1}{2}$ part or share in the said **Premises**.



C. The said Smt. Rita Sarkar filed a suit for partition being Title Suit No.46 of 1969 before the Learned Court of 4th Sub-Judge at Alipore, 24-Parganas against Jitendranath Sarkar for division and demarcation of All the properties of Jadu Nath Sarkar the predecessor in title of the said Jibendranath Sarkar and Jitendranath Sarkar along with the said **Premises**.

D. By a decree dated 19th day of April, 1986 the Learned Court of 4th Sub-Judge, Alipore, 24-Parganas was pleased to allow the compromise petition filed by the parties in the said suit and the said premises devolved upon the said Jitendranath Sarkar absolutely and forever in terms of the said compromise decree.

E. The said Jitendranath Sarkar who during his lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died intestate on 14th May, 1999 leaving him surviving his only son Ashim Sarkar, as his only heir and legal representative who upon his death became entitled to All That the said **Premises** absolutely and forever.

F. By a Bengali Kobala (Deed of Conveyance) dated the 3rd Magh, 1409 corresponding to 17th January, 2003 made between the said Ashim Sarkar therein referred to Vendor of the One Part and the Owners No. 3 and 4 herein therein jointly referred to as the Purchasers of the Other Part and registered at the office of Additional District Sub-Registrar, Alipore in Book No.I, Volume No.183, Pages 272 to 295, Being No.2679 for the year 2003, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein and the Owners No. 3 and 4 herein, All That the said **Premises** absolutely and forever.

RECEIVED of and from the
withinnamed Allotee(s) the within-



mentioned sum of Rs as per Memo
below:

MEMO OF CONSIDERATION

CHEQUE NO./RTGS	DATE	BANK/BRANCH	AMOUNT (Rs.)

(RUPEES ONLY)

WITNESSES:

PROMOTER



DATED THIS DAY OF 2023
#####

BETWEEN

... OWNERS

- A N D -

..... PROMOTER

- A N D -

..... ALLOTTEE(S)

VICTOR MOSES & CO.
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001

