

**AGREEMENT FOR SALE**

**THIS AGREEMENT IS MADE ON THIS THE ..... DAY OF.....  
TWO THOUSAND AND TWENTY \*\*\*\*\* (20\*\*)**

**-BETWEEN –**

**(1) SRI HIMANGSHU BASU (PAN AURPB9292N) (Aadhar No.9845 0786 7693), alias SRI HIMANGSHU KUMAR BASU,** son of Late Sudhir Kumar Bose, by faith-Hindu, by occupation- Retired, by nationality- Indian, residing at 8, Seema Road, Rabindra Nagar, Post Office- Rabindra Nagar, Police Station- Dum Dum, Kolkata-700065, District- North 24 Parganas**(2) SMT. NAMITA BOSE (PAN BNJPB5547C) (Aadhar No. 2499 7068 1621),** wife of Late Sudhansu Kumar Bose, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at 266, Dakshin Dari Road, South Dum Dum, Post Office- Shreebhumi, Police Station- Lake Town, District- North 24 Parganas, Kolkata-700048, **(3) SRI SIDDHARTH KUMAR BOSE (PAN AHTPB5274H) (Aadhar No.9449 9600 0638),** son of Late Sudhansu Kumar Bose, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at ND-102, Shriram Spandhana Apartments, Off Wind Tunnel Road, Challaghatta, Bangalore North, Post Office- ....., Police Station- Bangalore, Marathahalli Coloney, Karnataka, Pin-560037 **(4) SRI DEBASHISH BOSE (OCI No. A402303),** son of Late Sudhansu Kumar Bose, by faith- Hindu, by occupation- Service, by nationality- Indian, permanent address 266, Dakshin Dari Road, South Dum Dum, Post Office- Shreebhumi, Police Station- Lake Town, District- North 24 Parganas, Kolkata-700048, hereinafter referred to as "the **OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, administrators, executors, successors and /or assigns) of the **FIRST PART.** represented by, **Sri Raunak Jhunjunwala (PAN AEYPJ0495G) (Aadhar No.2329 8138 4549),** son of Sri Sushil Kumar Jhunjunwala, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at P-829/1, Lake Town, Block-A, Post Office- Lake Town, Police Station- Lake Town, Kolkata-700089, being the **Authorized Signatory of its Constituted Attorney Raunak Properties Private Limited** having its registered office at P-829/A, Lake Town, Block – A, Post Office – Lake Town, Police Station – Lake Town, Kolkata – 700089.

**AND**

**RAUNAK PROPERTIES PRIVATE LIMITED ( PAN AABCR8161K),** a Company duly registered and incorporated under the meaning and provision of the Companies Act, 1956/2013 having its registered office at the P-829/A, Lake Town, Block-A, Post Office- Lake Town, Police Station- Lake Town, Kolkata-700089, represented by its Director, **Sri Raunak Jhunjunwala (PAN AEYPJ0495G) (Aadhar No.2329 8138 4549),** son of Sri Sushil Kumar Jhunjunwala, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at P-829/1, Lake Town, Block-A, Post Office-....., Police Station- Lake Town, Kolkata-700089, hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART.**

**\*\*\* (PAN: \*\*\*\*\*),** \*\*\*\* of \*\*\*\*, by faith - \*\*\*\*, by occupation – \*\*\*\*, by nationality-Indian, residing at \*\*\*\*\*, Post Office - \*\*\*, Police Station - \*\*\*, Pin - \*\*\*, hereinafter called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in- interests, representatives, nominee/s and assigns) of the **THIRD PART.**

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

**DEFINITIONS:**

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

- a) "**Act**" means the West Bengal RERA Act,
- b) "**Rules**" means the West Bengal RERA;
- c) "**Regulations**" means the Regulations made under the West Bengal RERA;
- d) "**Section**" means a section of the Act.

**WHEREAS:**

- A.** The Promoter entered into a **Development Agreement** with the Owners being the Development Agreements as recited in Clause B. & C. below in respect of the Land measuring about **ALL THAT** piece and parcel of a plot of Bastu land measuring an area of **10 Cottah 7 Chittack 42 Sq. ft.** more or less (in **L.R. Dag No.1004 (R.S. 616)** landed area **9 Cottah 2 Chittacks and 44 Sq.ft.** more or less & in **L.R. Dag No.973 (R.S. 601) 1 Cottah 4 Chittacks 43 Sq.ft.**), **Holding Nos. 213 & 217 (Old 216), ward No.4, Premises/Holding Nos.213 & 217, Sreema Road** Together With G+1 storied old dilapidated building measuring about **3000 Sq.ft.** more or less under **South Dum Dum Municipality** at **Mouza- Gurui**, J.L. No.16, **R.S. Dag No.616** corresponding to **L.R. Dag Nos. 1004 and 601** corresponding to **L.R. Dag No.973, R.S. Khatian No.241** corresponding to **L.R. Khatian No.2198** and **R.S. Khatian No.2198** corresponding to **L.R. Khatian No.3078, Police Station- Dum Dum**, within the local limits of **South Dum Dum Municipality**, under present A.D.S.R. Cossipur, Dum Dum, **District- North 24 Parganas**, hereinafter referred to as "Said Land"),
- B.** Development Agreement dated 5<sup>th</sup> September, 2022 which was duly registered before the Office of Additional District Sub Registrar, Cossipore, Dumdum and recorded in Book No.I, Volume No.1506-2022, Pages from 421101 to 421140 being No.150611633 for the year 2022.
- C.** Supplementary Development Agreement dated 27<sup>th</sup> April, 2023 which was duly registered before the Office of Additional District Sub Registrar, Cossipore, Dumdum and recorded in Book No.I, Volume No.1506-2023, Pages from 422009 to 422033, being No.150611653 for the year 2022.
- D.** The landowners also granted Power of Attorneys in favour of the Developer as recited in as recited in Paragraph E. & F. below
- E.** Development Power of Attorney after registration of Development Agreement dated 5<sup>th</sup> September, 2022 which was duly registered before the Office of Additional District Sub Registrar, Cossipore, Dumdum and recorded in Book No.I, Volume No.1506-2022, Pages from 422009 to 422033, being No.150611653 for the year 2022.
- F.** Development Power of Attorney dated 27<sup>th</sup> April, 2023 which was duly registered before the Office of Additional District Sub Registrar, cossipore, Dumdum and recorded in Book No.I, Volume No.1506-2023, Pages from 125806 to 125831, Being No.150604233 for the year 2023.

**G.** The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**BHAWANI SUNRISE**" with the object of using for apartments.

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

**I.** The South Dum Dum Municipality has granted the Commencement Certificate to develop the project vide approval dated 12.04.2023 bearing Building Permit Number : 754.

**J.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from South Dum Dum Municipality. The Promoter agrees and undertakes that it shall not make any change in any Block/s to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

**K.** The Promoter will apply towards registration of the Project, **BHAWANI SUNRISE** under the provisions of the Act with the West Bengal RERA.

**L.** The Allottee had applied for an apartment in the Project and on \*\*\*\*\* has been allotted apartment no. \*\*\* having carpet area of \*\*\*\*\* **square feet** on \*\*\* **Floor**, (Balcony Area \*\*\* **square feet** excluded from total carpet area) at "**BHAWANI SUNRISE**" at **ALL THAT** piece and parcel of a plot of Bastu land measuring an area of **10 Cottah 7 Chittack 42 Sq. ft.** more or less (in **L.R. Dag No.1004 (R.S. 616)** landed area **9 Cottah 2 Chittacks and 44 Sq.ft.** more or less and in **L.R. Dag No.973 (R.S. 601) 1 Cottah 4 Chittacks 43 Sq. ft.**), Amalgamated **Holding Nos. 213, ward No.4, Sreema Road at Mouza- Gurui, J.L. No.16, L.R. Dag Nos. 1004 and 973, L.R. Khatian No.2198 and 3078, Police Station- Dumdum, Post Office – Rabindranagar**, within the local limits of **South Dum Dum Municipality**, under present A.D.S.R. Cossipur, Dum Dum, District- North 24 Parganas, West Bengal - 700065, as permissible under the applicable law and of pro-rata share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule A** and the floor plan or the apartment is annexed hereto and marked as **Schedule B**). The manner in which the Owner acquired right, title and interest in the said land is more fully and particularly described in the **Part-III of Schedule A** hereunder written.

**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:

- a. The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied herself about the same:
  - b. The Title of the Owner in respect of the Premises.
  - c. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;
  - d. the Carpet Area of the Said Apartment;
  - e. The Specifications and common Portions of the Project; and
  - f. The respective rights interest and entitlements of the Developer and the Allottee Under this Agreement for Sale.
  - g. The Purchaser shall have common user right in respect of only those portions of the terrace which are not part of the saleable area of the Developer.
  - h. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;
  - i. The Parties, relying on the confirmations, representations and assurances of each other to faith fully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
  - j. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no.\*\*\*\* having carpet area of \*\*\*\* **square feet** on \*\*\*\* **Floor**, (Balcony Area \*\*\*\* **square feet** excluded from total carpet area) **Block No. \*\*\*\*** as specified in para G.

**NOW THEREFORE, in consideration of the mutual representations,**

**covenants, assurances, promises and agreements contained herein and other goods and** valuable consideration, the Parties agree as follows:

**1. TERMS :**

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

**2** The Total Price for the Apartment based on the carpet area measuring more or less about \*\*\*\* **sq. ft.** is :**Rs. \*\*\*\*\*/- (Rupees \*\*\*\*\*)only.**

Block No :	*****
Apartment No :	*****  ***** <b>Floor</b>
Floor :	
Car parking Space	***** ( <b>***** sq. ft. approx.</b> )
Total Unit Price (in Rupees)	<b>Rs. *****/- (Rupees *****)only.</b>

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

The **DEVELOPER** and the **PURCHASER/ALLOTTEE** is agreed that the unit/ flat in question shall be jointly measured before the date of physical possession to The **PURCHASER/ALLOTTEE** in view of the written request of The **PURCHASER/ALLOTTEE**.

**2.1** In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV(Section-C)

**2.2** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in

charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

**2.3** The Allottee shall make all the payments as per the payment plan set out in

**Schedule 'C' ("Payment Plan").**

**2.4** 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 for the respective unit/s described herein at Schedule 'D' and Schedule 'E' in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

**2.5** The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Developer, if there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty- five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

**2.6** Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

**(i)** The Allottee shall have exclusive ownership of the Apartment.

**(ii)** The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the

Developer shall hand over the common areas to the Association of Allottees after its formation and duly obtaining the completion certificate/occupancy certificate from the competent authority as provided in the Act.

**(iii)** That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with Paint, Marbles, Tiles, Doors, Windows, Fire detection and Firefighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**(iv)** The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be. (prior to take consent from developer)

**2.7** It is made clear by the Developer and the Allottee agrees that the Apartment along with covered/open/mechanical parking space shall be treated as a single indivisible unit for all purposes. The Developer/ Developer can extend his Project keeping in view to use the land and all the amenities and facilities of the said Project.

**2.8** The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Developer 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.

**2.9** The Allottee has paid a sum of **Rs. \*\*\*\*\*/- (Rupees \*\*\*\*\*) only** being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the



Developer within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner/Developer, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **M/S. RAUNAK PROPERTIES PRIVATE LIMITED** payable at Kolkata.

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

**3.1** The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

**3.3** The purchasers hereby agrees that the owner/vendor shall have full and absolute right without any interference to develop further and other Phases of BHAWANI SUNRISE on the adjacent land which may either be acquired by the Developer or suitable arrangements with regard thereto may be entered into by the Developer and It shall be independent and a right secured with the Vendors to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the Vendors, the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Vendors and the vendors shall every right to open an access for ingress and egress to the adjoining land in future and the purchasers has no objection in any manners. The Developer and the Occupiers of units at other phases of BHAWANI SUNRISE shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection

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

The Allottee authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force majoras describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in

different Schedule [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Owner/Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer 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 Municipality and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession** of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within December'2025, 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" as mentioned in Cl.7.1 and with Application of Booking Form Cl.9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

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

issuance of the Completion Certificate for the project. The Developer shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. It is pertinent to mention that in case any allottee place a written proposal for registration of Deed of Conveyance in his favour of the under constructed area then the same shall be registered in his name but the Completion/Occupancy Certificate shall be handed over later after completion of the phase of the project.

**7.3 Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.

**7.4 Possession by the Allottee**– After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Owner/Developer, the Developer herein is entitled to forfeit the Booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation. The Purchaser/s shall bare the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required.

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in

para 7.1; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, including compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER:**

The Developer here represents and warrants to the Allottee as follows:

**(i)** The Developer has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

**(ii)** The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.

**(iii)** There are no encumbrances upon the said land or the Project.

**(iv)** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.

**(v)** All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.

**(vi)** The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee created herein, may prejudicially be affected.

**(vii)** The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Allottee under

this Agreement.

**(viii)** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

**(ix)** The Developer Confirm that the Developer is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever if the same is in accordance with the Act.

**(x)** At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.

**(xi)** 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.

**(xii)** The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case maybe.

**(xiii)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- i. Promoter fails to provide ready to move in possession of the Apartment to

the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.

- ii. Discontinuance of the Owner/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to Developer as demanded by the Owner/Developer. If the Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Developer as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules.

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

Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID APARTMENT:**

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

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

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

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance for one year has been included in the Total Price of the Apartment. In case the common amenities are in future used by the other phases of the said project in such case both the phase Association shall share the cost of maintenances of the common amenities with the other societies of the other phases as per area proportionate ratio or any other manner the societies shall deem fit and proper.

**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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charges, within 30 (thirty) days and in the event of Owner/Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.



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

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

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**15. USAGE:**

Use of Service Areas : The service area, if any, as located within the 'BHAWANI SUNRISE', shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. However, if the common service areas are used by the allottees of other phases then all the allottees of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the allottees of the different phases as well as the that of the extended projects.

**16. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

**16.1** Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, 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 goods and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc of the Building is not in any way damage or jeopardized.

**16.2** That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

**16.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**18. ADDITIONAL CONSTRUCTIONS:**

The Developer undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as

provided and/or permitted under the Act.

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal RERA and will register with West Bengal RERA in future. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Registering Authority as and when intimated by the Owner/Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before the concerned Sub-Registrar/Registrar for its registration as and when intimated by the Owner/Developer, then the Developer shall serve a notice to the Allottee for rectifying the default and if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES/NOMINATION:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. If the Allottees want to nominate to any third party other than the actual legal heir/s then the Allottees shall pay an amount @ 3% to the Developer upon consideration amount.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreements 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 there under or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

**WHEREVER REFERRED TO IN THE AGREEMENT:**

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the places which may be mutually agreed between the Developer and the Allottee, at Eco Station, Ajkal Unit No. 903, 9<sup>th</sup> Floor, Plot – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700091 and after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/District Registrar/Registrar of Assurance or any other Concerned Registering Authority.

**30. NOTICES:**

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

**NAME OF THE ALLOTTEES:**

\*\*\* (PAN: \*\*\*\*\*), \*\*\*\* of \*\*\*\*, by faith - \*\*\*\*, by occupation – \*\*\*\*, by nationality-Indian, residing at \*\*\*\*\*, Post Office - \*\*\*, Police Station - \*\*\*, Pin - \*\*\*

**NAME OF THE OWNER/DEVELOPER:**

**RAUNAK PROPERTIES PRIVATE LIMITED (PAN: AABCR8161K)**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at P-829/A, Lake Town, Block –A, P.O. Lake Town, P.S. Lake Town, District North 24 Parganas, Kolkata - 700089, represented by its authorized director namely **MR. RAUNAK JHUNJHUNWALA (PAN : AEYPJ0495G)**, son of Mr. Sushil Kumar Jhunjhunwala, by faith Hindu, by occupation Business, residing at P-829/A, Lake Town, Block –A, P.O. Lake Town, P.S. Lake Town, District North 24 Parganas, Kolkata – 700089

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

**31. JOINT ALLOTTEES:**

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

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

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

*[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in*

*derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]*

#### **34. SAVINGS:**

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

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

### **SCHEDULE 'A'**

#### **DESCRIPTION OF THE APARTMENT AND COVERED PARKING & EXTRA AMENITIES**

##### **PART-I**

**ALL THAT** the Apartment No.....with Carpet Area of ..... **square feet** approx consisting of ..... **Bed Rooms, ..... Living cum Dining Room, .....Kitchen, .....Toilets and .....Balcony**(balcony area ..... **square feet** approx excluded from Carpet Area) constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the .....**Floor, Block No.....**of "**BHAWANI SUNRISE**" at **ALL THAT** piece and parcel of a plot of Bastu land measuring an area of **10 Cottah 7 Chittack 42 Sq. ft.** more or less (in **L.R. Dag No.1004 (R.S. 616)** landed area **9 Cottah 2 Chittacks and 44 Sq.ft.** more or less and in **L.R. Dag No.973 (R.S. 601) 1 Cottah 4 Chittacks 43 Sq. ft.**), Amalgamated **Holding Nos. 213, ward No.4, Sreema Road at Mouza- Gurui, J.L. No.16, L.R. Dag Nos. 1004 and 973, L.R. Khatian No.2198 and 3078, Police Station- Dumdum, Post Office – Rabindranagar**, within the local limits of **South Dum Dum Municipality**, under present A.D.S.R. Cossipur, Dum Dum, District- North 24 Parganas, West Bengal - 700065, which is butted and bounded in the manner as follows:

<b>ON THE NORTH</b>	: By 16 ft. m/1 Sreema Road;
<b>ON THE SOUTH</b>	: By Dag No. L.R. 1004 & 973;
<b>ON THE EAST</b>	: By Dag No.L.R. 1004 & 973;
<b>ON THE WEST</b>	: By 10 feet internal Road;

## **PART-II**

**\*\*\*\*\* Mechanical Car Parking Space (\*\*\*\*\* sq. ft. approx.)**

## **PART-III**

- A.** Originally the land situated at District North 24 Parganas, Police Station- Dum Dum, Additional District Sub Registrar Cossipur, Dum Dum, Holding Nos. 213 & 217 (old 216), Sreema Road, Ward No.4, Premises /Holding No.213 & 217 under South Dum Dum Municipality at Mouza- Gurui, J.L. No.16, R.S. Dag Nos. 616 & 601 corresponding to L.R. Dag Nos.1004 & 973, R.S.Khatian No.241 & 2198 corresponding to L.R. Khatian No.2198 & 3078 is in the name of Late Sudhir Kumar Bose & Himangshu Basu @ Himangshu Kumar Basu. The land was obtained by Late Sudhir Kumar Bose by purchased deed and Himangshu Bose obtained the land through two Deeds of Gift executed by his father Sudhir Kumar Bose, the subject land measuring about 10 Cottah 7 Chittack 42 Sq. ft. (in which 9 Cottah 2 Chittacks and 44 Sq.ft. is in the name of both the owners and 1 Cottah 4 Chittack 43 Sq.ft. is in the name of Himangshu Kumar Bose only) is in the name of both the owners and 1 Cottah 4 Chittack 43 Sq.ft. is in the name of Himangshu Kumar Bose only.
- B.** Originally the land in R.S. Dag No.616, R.S. Khatian No.241 corresponding to L.R. Dag No.1004 and L.R. Khatian No.2198, measuring about 18 Decimal more or less of Bastu land belongs to Proja Rahad Ali Mondal sold, transferred and conveyed his recorded land to Abdul AlimMondal @ Abdul Ajj Mondal on 10.06.1920 which is recorded in Book No. I, Volume No.14, Pages from 118 to 119, Being No.1252 to 1920. The said Abdul Alim Mondal @ Abdul Aji Mondal sold the entire landed property measuring about 18 Sataks to Dedar Box Mondal on 05.11.1927 which is recorded in Book No.I, Volume No.16, Pages from 27 to 28, Being No.1495 for the year 1927. The said Deder Box Mondal transferred the land to Moksed Ali Mondal on 24.05.1933.
- C.** The said Moksed Ali Mondal sold the entire land measuring about 18 Sataks more or less in R.S. Dag No.616, R.S. Khatian No.241 corresponding to L.R.



Dag No.1004 and L.R. Khatian No.2198 in favour of Sudhir Kumar Bose by a registered Deed on 25.03.1953 which was recorded in Book No.I, Volume No.44, Pages from 164 to 167, Being No.3215 of 1953. In the R.S. Record of Right the name of Abdul Alim Mondal was recorded and thereafter in R.S. and L.R. record the name of Late Sudhir Kumar Bose was recorded accordingly, in respect of the said subject land. On 16.03.1995 the said Sudhir Kumar Bose died by leaving behind him only two sons namely Himangshu Basu alias Himangshu Kumar Basu and Sudhangsu Kumar Bose and both the owners herein got the property left by their father by inheritance.

- D.** One Jitendra Nath Bosu sold his landed property to Mir Ali Hossain on 31.03.1939 measuring about 49 Decimal more or less which was recorded in Book No.I, Volume No.21, Pages from 58 to 59, Being No.1054 of 1939 in R.S. Dag No.601, R.S. Khatian No. 2198 corresponding to L.R. Dag No.973, L.R. Khatian No.3078. Late Sudhir Kumar Bose purchased a landed property measuring about 49 Sataks more or less. After the death of Mir Ali Hossain, his heirs Mir Akbar Hossain & three others sold the said land to Late Sudhir Kumar Bose on 04.02.1953 vide Deed No.367 of 1953 which is recorded in Book No.I, Volume No.15, Pages 67 to 71.
- E.** After taking the landed property in R.S.Dag No.616 corresponding to L.R. Dag No.1004 and R.S.Dag No.601 corresponding to L.R. Dag No.973 the said Late Sudhir Kumar Bose gifted some portions of his land to his sons i.e. the owners herein. From L.R. Dag No. 1004, he gifted 1 Cottah 13 Chittack 25 Sq.ft. more or less and from L.R. Dag No.973, he transferred 7 Cottah 5 Chittack 19 Sq.ft. more or less vide Deed No.2287 of 1989 which was recorded in Book No.I, Volume No.48, Pages 361 dated 06.05.1989.

As such Sudhangsu Kumar Bose and Himangshu Basu @ Himangshu Kumar Basu are the joint owners of 9 Cottah 2 Chittacks and 44 Sq.ft. more or less in L.R. Dag No.1004 (R.S. 616) & 973 (R.S 601), 1 Cottah 4 chittack 43 Sq.ft.

- F.** By another Deed of Gift vide No.2286 dated 06.05.1989, the said Late Sudhir Kumar Bose gifted another portion of his land measuring about 7 Cottah 8 Chittack 6 Sq.ft. more or less from L.R. Dag No.973 (R.S. Dag No.601) to his son Himangshu Basu alias Himangshu Kumar Basu i.e Owner No.1 herein which is recorded in Book No.I, Volume No.48, Pages 353 of 1989. Thereafter on the same date the said Late Sudhir Kumar Bose vide Deed No.2288 of 1989 again transferred 9 Cottah 12 Chittack 39 Sq.ft. more or less. From the Deed vide No.2288, the said Himangshu Basu alias Himangshu Kumar Basu

got the landed property of 9 Cottah 12 Chittacks and 39 Sq.ft. more or less in L.R. Dag No.973 and he was the absolute owner of the land in question and he decided to transfer his land from L.R. Dag No.973. He sold/gifted/transferred to Uttam Saha (Deed No.6573/2007), Gopal Das (Deed No.1516/2007), Jaya Dutta (Deed No.7021/2010) and Ranu Paul (Deed No.01425/2011) and Smt Dipali Bose i.e. the wife of Himangshu Basu alias Hmangshu Kumar Basu (Deed No.1706/2014) Now, presently only 1 Cottah 4 Chittack 43 Sq.ft. is in the name of Himangshu Basu alias Himangshu Kumar Basu.

- G.** With a view to enjoy the said property in two plots, the owners (1) Sri Himangshu Basu alias Sri Himangshu Kumar Basu and (2) Sri Sudhansu Kumar Bose jointly and severally are the owners of total area of land measuring about 10 Cottahs 7 Chittack 42 Sq.ft. more or less together with structure standing thereon and are now jointly and severally seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same as they shall think fit and proper.
- H.** Subsequent to the grant of development rights the said Sudhansu Kumar Bose died on 15.04.2023 and he was succeeded by Namita Bose (wife), Siddharth Kumar Bose (son) and Debasish Bose (son)

### **SCHEDULE 'B'**

Description of the Floor Plan for the Apartment No.\*\*\*\*\* on the \*\*\*\*\*  
**Floor**, of "**BHAWANI SUNRISE**".

### **SCHEDULE 'C'**

### **PAYMENT PLAN**

#### **PART-I**

**TOTAL AGREED CONSIDERATION : Rs. \*\*\*\*\*/- (Rupees \*\*\*\*\*)**  
**only** and Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment. Goods & Service Tax Registration Number .....

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.**

**TOTAL CONSIDERATION :Rs.\*\*\*\*\*/- (Rupees \*\*\*\*\*) only. The purchasers have agreed to and shall pay GST at the applicable rates in addition to the consideration amount as per following manner:**

- ❖ 10% of Consideration amount on booking.
- ❖ On Agreement 10% of consideration amount.
- ❖ On Completion of Piling and Foundation:10%.
- ❖ On completion of Ground Floor slab casting : 10%
- ❖ On completion of 2<sup>nd</sup> Floor slab casting :10%
- ❖ On completion of 3<sup>rd</sup> Floor slab casting :10%
- ❖ On completion of 4<sup>th</sup> Floor slab casting: 10%
- ❖ On completion of 5<sup>th</sup> Floor slab casting:10%
- ❖ On completion of 6<sup>th</sup> Floor slab casting:10%
- ❖ On completion of brickwork: 10%
- ❖ On completion of flooring:5%
- ❖ At the time of possession :5%
- ❖ \* GST will be payable with every installment at applicablerate.

## **PART – II**

All payments under Installment Payment Plan [**IPP**] shall be made within a

maximum period of 10 [Ten] days of issue of demand letter otherwise interest will be applicable as per Rules of West Bengal RERA shall be charged. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable GST on the amount so received till such time and refund the balance payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

### **PART – III**

The "**Owner/Developer**" shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than March'2024 and a grace period of further 6 months subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the "**Owner/Developer**" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

### **PART – IV**

#### **SectionA: Additional Payments payable wholly by the Allottee**

(a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

(b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of

Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. Legal Charges @ Rs.20,000/- prior to Registration of Agreement for Sale and 0.65% on market value prior to Registration of Deed of Conveyance. The apartment shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area and the purchaser shall be required to pay the stamp duty as may be assessed irrespective of the super built area. The Advocate appointed by **DEVELOPER** shall take steps to have the Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Owner/Developer.

(c) Charges levied by the "**Owner/Developer**" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

This clause shall be applicable prior approval of the purchaser.

(d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

(e) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottee to the Developer are all additional/inclusive of the chargeable area**

**Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area:**

(a) Obtaining and providing electricity supply and including those on

account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

(b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.

(c) Installation of security system for the common portions are all inclusive of the chargeable area.

(d) Legal fee payable to Developer is not inclusive in the agreed consideration.

#### **PART – V**

Additional consideration payable to the **"Owner/Developer"** in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the **"Owner/Developer"**. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the **"Owner/Developer"**. Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.

#### **PART – VI**

##### **"DEPOSITS"**

(a) Corpus Maintenance Deposit Rs.\*\*\*/- .

(b) Formation of the Association for the common purposes Rs.10,000/-

(c) Deposit for any other item in respect of which payment is to be made

by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [a] [b] and [c] shall be quantified by the **"Owner/Developer"** at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE 'D'**  
**SPECIFICATIONS, AMENITIES,**  
**FACILITIES (WHICH ARE PART OF THE**  
**APARTMENT)**

<b>FOUNDATION</b>	:	Earth Quake Resistant RCC Framed Structure.
<b>WALL FINISH</b>	:	<b>Interior Finish</b> : Conventional brickwork with Putty <b>Exterior Finish:</b> Acrylic /Textured paint.
<b>FLOORING</b>	:	<b>Living/Dining &amp; All Bedrooms</b> Double Charged Vitrified Tiles
<b>KITCHEN</b>	:	<b>Flooring:</b> Vitrified Tiles <b>Fittings:</b> Granite platform with honed edges. Stainless steel sink. Dado of ceramic tiles upto 2 ft. above the counter /platform. Electrical points for refrigerator, water purifier, chimney, mixer-grinder & Microwave.
<b>TOILET</b>	:	<b>Flooring</b> : Ceramic Tiles <b>Toilet Walls:</b> Good quality ceramic tiles on the walls upto door height. <b>Fittings</b> : Sanitaryware of Parryware /Hindware or equivalent make. CP fittings of Parryware/Jaquar or equivalent make. Electrical points for geyser & exhaust in all toilets.
<b>DOORS &amp;</b>	:	<b>Door Frame</b> : Made of seasoned and treated wood.

<b>WINDOWS</b>	<p><b>Main Door</b> : Decorative laminated door with lock.</p> <p><b>Internal Doors</b> : Flushed door.</p> <p><b>Windows</b> : Fully glazed sliding anodized Aluminium window.</p>
<b>ELECTRICALS</b>	<p>: AC Power in all Bedroom with necessary electric points. TV &amp; Telephone points in Living/Dining and Master Bedroom. Copper wiring from Havells or equivalent with central MCB, Modular switches of reputed brands. Power Back-up (500 watts in all flats)</p>
<b>LIFT, STAIRS &amp; LOBBIES</b>	<p>: Lift of reputed make.</p> <p>Stairs &amp; Floors Lobbies : Marble/Granite/Tiles to be used.</p>
<b>AMENITIES &amp; FACILITIES</b>	<p>: </p> <ol style="list-style-type: none"> <li><b>1.</b> Roof-top Amenities : <ul style="list-style-type: none"> <li>❖ Yoga &amp; Meditation Area.</li> <li>❖ Kids Play Area.</li> <li>❖ Outdoor Gym</li> <li>❖ Chat Corner</li> </ul> </li> <li><b>2.</b> Ground Floor Amenities : <ul style="list-style-type: none"> <li>❖ Community Hall.</li> <li>❖ Games Room.</li> <li>❖ Temple</li> <li>❖ Landscape Garden.</li> </ul> </li> <li><b>3.</b> Adequate Power Back-up Inside the Flat and Common Area.</li> <li><b>4.</b> Intercom.</li> <li><b>5.</b> CC TV Surveillance at Common Area at Ground Floor.</li> <li><b>6.</b> Iron Removal Water Plant.</li> <li><b>7.</b> 24 Hr. Security.</li> </ol>



**SECTION – B** [Common installations in respect whereof only right of user in common shall be granted as Service Area]

- a) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Apartment.
- c) Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
- d) Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and water from available sources [if any, allowed by the Corporation/Jila Parishad/Panchayat/ Local Authority] appurtenant to the Buildings.
  - a) Pumps and motors.
  - b) Firefighting equipment

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Eco Station, Ajkal Unit No. 903, 9<sup>th</sup>. Floor, Plot – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700091 in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED** by the **OWNER**

herein in the presence of:

**WITNESSES:**

1.

**SIGNATURE OF THE OWNER**

2.

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASER/ALLOTTEE'**

**RECEIVED** from the within named Purchaser the within mentioned sum by way of **Rs...../- (Rupees .....)** **only** money as per Memo below :-

**MEMO OF CONSIDERATION**

<b>Date</b>	<b>Cash/ Cheque No.</b>	<b>Bank &amp; Branch Name</b>	<b>Amount</b>

		<b>TOTAL</b>	<b>Rs...../-</b>

**(Rupees .....)** only

**SIGNATURE OF THE WITNESS**

1.

.....

**SIGNATURE OF THE OWNER/DEVELOPER**

2.