

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this                      day of                      Two  
Thousand and Twenty Three (2023) A.D.

SUBHRA CONSTRUCTION

*Gautam Chauhan*

Partner

BETWEEN

(1) MR. TRIDIP DATTA , holding PAN : ABEPD2504R (2) MRS. MRITTIKA DATTA holding PAN : CIOPD9987R, (3) MR.GAUTAM CHAKRABORTY, holding PAN : AHAPC8844M, (4) MR. MONOTOSH BOSE, holding PAN : AEWPB3284K, (5) MR. JAYANTA CHAKRABORTY, holding PAN : ADCPC0051A, (6) MR. PRABIR CHAKRABORTY, holding PAN : AUAPC3312R, (7) MRS. RAKHI MONDAL, holding PAN : BMQPM4128L, (8) MRS. SIKHA MONDAL, holding PAN : BNPPM0790L, (9) MR. PULAK SEN CHOWDHURY, holding PAN : ALOPS5934Q, all are the owners of the land having Registered address 237/D Madarat Road , MasterPara, Baruipur Kolkata -700144, P.S. – Baruipur, West Bengal, hereinafter jointly referred to as the "CO-OWNER", (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors in office and assigns etc.) ONE PART.

AND

(1) M/S. SUBHRA CONSTRUCTION, holding PAN : AERFS5728N, having its Registered Office at MasterPara, Baruipur Kolkata -700144, P.S. – Baruipur, West Bengal, represented by its Authorised Signatory MR.GAUTAM CHAKRABORTY, son of Late Chandi Charan Chakraborty, holder of PAN: AHAPC8844M, and presently residing MasterPara, Baruipur Kolkata -700144, P.S. – Baruipur, West Bengal , hereinafter, called and referred to as the "DEVELOPER/ PROMOTER" (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns etc.) of the SECOND PART. SECOND PART.

AND

(1) MR. -----, son of Mr. -----, aged about ----- years, holding PAN : -----, Adhaar No. -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- AND  
 (2) MRS. -----, wife of Mr. -----, aged about ----- years, holding PAN : -----, Adhaar No. -----, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. O. - -----, P. S. : -----, hereinafter, jointly, called and referred to as the 'ALLOTTEE' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **FOURTH PART".**

The Developer, Vendor & Allottee shall hereinafter collectively be referred to as the 'Parties' and individually as a 'Party'.

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*Gautam Chakraborty*  
 Partner

RECITALS

**WHEREAS SHRI TRIDIP DATTA**, son of Late Malay Kumar Dutta, was the absolute owner and occupier of 27 Decimal land comprised in R.S. Dag no – 968.(15 decimal) and in R.S. Dag No.964/16084(12 decimal) under R.S. Khatian no – 5438, J.L. no – 31, Sheet No – 2, P.S. – Baruipur, in Mouza – Baruipur, District South 24 Parganas, with right, title, interest and possession over the same, acquired from **SMT. BINA DUTTA, SMT. SANTA DUTTA, MRS. TISTA DUTTA AND SRI DEBASISH DUTTA**, by virtue of a 'Deed of Conveyance' which was registered in the office of the Sub. Registrar, Alipore no 23/03/2022 and duly recorded in Book no – I, Volume no – 1603-2022, Pages in written from 151633 to 151664, Being no – 160304536 and for the Year 2022.

**AND WHEREAS** said Sri Tridip Datta started exercising his occupation with absolute ownership over his said purchased the land of 27 Decimal, he could be able to mutate his name in the Land Reforms department against his purchased land.

**WHEREAS** one Prakash ch. Mukherjee was the absolute owner of 06 Decimal of land in dag no. 967, while enjoying their right, title, interest and possession in respect of the Plot of land measuring more or less, 06 Decimal, sold conveyed and transferred to Susanta Kumar Dutta under Mouza – Baruipur, under R. S. Dag No – 967, R. S. Khatian No. 5438, J. L. No. 31, , Police Station –Baruipur and presently under Baruipur Municipality Ward No.13, Dist: South 24 Parganas, West Bengal, free from all encumbrances,with a sale deed on 05-07-1947, recorded in Book No.-01, volume no.-32 pages from 95 to 98 being Deed No.2854 register at ADSR,Baruipur. Thus aforesaid Susanta Kumar Dutta was the absolute owner of land in Dag no.967(06 deci.),968(15 Deci.)&964/16084(12 deci.), total area of land 33 Decimal ie.20 Kottah. Afterthat he intested leaving behind legal heirs and successors namely Nihar kana Dutta(wife),Bijoy Kumar Dutta(son), Molay Kr. Dutta(son),Sudev kr. Dutta(son), Samir Kr. Dutta(son) & Subir KR. Dutta(son). They got the property of aforesaid late Susanta Kr. Dutta according to Hindu Succession Act. Then by different stages ,this property transferred jointly, to **AND WHEREAS** while enjoying the right, title, interest and possession in respect of their aforesaid Plot of Land measuring, more or less, 20 Kattahs 00 Chittaks, of (1) **TRIDIP DATTA**,(2) **MRITTIKA DUTTA**, (3) **RAKHI MONDOL**, (4) **SHIKA MONDOL**, (5) **GAUTAM CHAKRABORTY**, (6) **MONOTOSH BOSE**, (7) **JAYANTA CHAKRABORTY**, (8) **PRABIR CHAKRABORTY**, (9) **PULAK SEN CHOWDHURY** which is now in a SINGLE Holding-237/D Under Baruipur Municipality by virtue of **AMALGAMATION DEED** made on 14<sup>th</sup>. Day of sept.2022.

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*Gautam Chawabari*  
 Partner

**AND WHEREAS** altogether Total Land Area of the said complex, namely, "GIRIJA BHABAN" is measuring **20 (Twenty) Kattah 0 (ZERO) Chittak 0 (ZERO) Sft.** comprising of all Two Blocks and an area of about shall remain in common between aforesaid two blocks in terms of said 'Deed of Partition' which they shall use as common passage and the remaining area was merged with Municipal Road.

**AND WHEREAS** the said respective pieces or parcel of land are contiguous and adjacent to each other and each of the parties for the sake of convenience agreed to erect a single common boundary wall in and around all the said four plots of land (larger Plot 0 and to form the said pieces of land into a 'Building Complex' comprising of all two blocks, numbered as 'Block- 1 (One)' to 'Block – 2 (two)'.

**AND WHEREAS** said Vendor has decided to build and construct on its Plot mentioned herein above, a building containing self-contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

**AND WHEREAS** the said Confirming Parties have also decided to construct on the plot belonging to each of them, a separate building on their respective plots containing independent self-contained residential flats/ units and other areas with the intention to sell and transfer the same to the intending purchasers.

**AND WHEREAS** for the sake of convenience of use and enjoyment of the said respective building to be built by Vendor the respective and Confirming Parties and the said Vendor and the said Confirming Parties have agreed to provide passages to be used in common by the Occupiers / Owners of the respective flats of the respective buildings and also to provide common conveniences for ingress and egress from the respective building through the areas of common passages agreed to be provided by the said Vendor and Confirming Parties.

**AND WHEREAS** the said Vendor has undertaken the construction of the building on the plot of land owned by them, particulars of which are described in Schedule - A hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation bearing **vide Building Sanction Plan No. SWS-OBPAS/2201/2022/0222 dated 01.12.2022.**

**AND WHEREAS** the said Confirming Parties have also obtained respective building plans duly sanctioned by Kolkata Municipal Corporation and they have also decided to construct buildings on their respective plots of land owned by the each of them with the intention to sell and transfer the same to the intending purchasers and to deal with the flats of the building without any objection claim disputes by the others save that the respective flat holders of the building to be constructed by the said Confirming Parties also would be given the rights and benefits to use in common the passage and paths, common facilities, amenities, etc. agreed to be provided by the Vendor, Developer and the Confirming Party for the convenience of enjoyment and use and benefits of the flat holders of the all the respective buildings. It is also agreed that there will be only one Common Boundary wall for the building complex (larger Plot) comprising of all two blocks and One Common 'Main Gate' of the said Building Complex comprising of

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*Gautam Chandra*

Partner

two blocks. The Vendor and Confirming Parties have agreed to remove the common boundary wall between their respective the blocks and the said common area, said open spaces of all the blocks, common space between both the blocks shall be used by the flat owners of all the blocks in common. The Flat owners hereby consent for the same and agree not raise any objection in future in respect of the same. The Vendor/ Confirming Parties Developer shall be at liberty to create additional new Gate/s for the direct access to the building premises from Main Municipal Road resulting smooth ingress and egress of the person, motor car, two wheelers, etc. and the Allottee doth hereby accord his consent and confirmation to the same.

**AND WHEREAS** the said Vendor, Confirming Parties and Developer have agreed to give rights and benefits to use common passage and paths, driveway, ingress, egress, common facilities, amenities, Open Space etc. to the flats owner of all the four Blocks for the convenience of enjoyment and use and benefits of the flat owners of the all the respective buildings. It is also agreed among Vendor, Confirming Parties and Developer that the Common Areas, Common facilities of the respective block shall be shared by the flat owners of all the four Blocks and the Allottee herein agrees for the same.

**AND WHEREAS** the Vendor decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property and the Vendor decided that the Developer herein will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated **05.09.2022** registered at the Office of A. D. Baruipur, register being Deed No. – I 8905/22 & I - 8929/22 & Dated **09.09.2022** registered at the Office of A. D. Baruipur, register being Deed No. – I 9063/22 entered between **OWNERS & M/s. SUBHRA CONSTRUCTION**, the Developer herein therein referred to as the Developer of the Other Part and Vendor granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said '**JDA**').

**AND WHEREAS** Vendor has executed a Registered Development '**POWER OF ATTORNEY**' dated **05.09.2022**, duly registered at the Office of A. D. Baruipur, registered 8905 being Deed No. – I 8925/22 & '**POWER OF ATTORNEY**' dated **09.09.2022**, duly registered at the Office of A. D. Baruipur, registered 9065 being Deed No. – I 9072/22 & '**POWER OF ATTORNEY**' dated **05.09.2022**, duly registered at the Office of A. D. Baruipur, registered 8929 being Deed No. – I8934/22, granting the several powers therein stated and for the execution of the construction works and selling and transferring of the Flats/ Units/ Car Parking Spaces, Store Rooms and any other constructed spaces in the said complex to the intending buyers, in terms of the said '**Joint Development Agreement**'

**AND WHEREAS** the Vendor, Confirming Party and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the respective buildings to be constructed by the said Developer. The rights of access to and from the respective flats of the respective buildings to be purchased by the respective purchasers/ allottee including the above named Allottee from through and along the pathways and passages provided in layout

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Gandam Channabur }  
Partner

on the ground floor of the said Larger Complex for better enjoyment of facilities, amenities and use and convenience of ingress and egress from the main public Municipal Road up to the places of the respective buildings in the said complex.

**AND WHEREAS** by and under the said JDA it has been agreed between the Vendor that the Developer shall be entitled to enter into Agreements for Sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces and to receive realize and collect the amount of consideration and other amounts in its own name and that the gross sale proceeds accruing consequent to sale and transfer of the Flats/ Units/ Car Parking Spaces/ Store Rooms, etc. shall be apportioned amongst the Vendor and Developer in the manner as provided for in the said JDA.

**AND WHEREAS** in pursuance of the said JDA and in furtherance thereof the Developer has commenced the work of construction of new building and/or buildings at the said Premises, comprise of various self-contained flats units, apartments, constructed spaces and Car Parking Spaces (hereinafter referred to as the HOUSING COMPLEX) to be ultimately held by/owned by various intending purchasers on ownership basis.

The Promoter caused the said housing project to be registered in accordance with the provisions of 'Real Estate (Regulation and Development) Act (hereinafter referred to as the said ACT) under Registration No. WBRERA/NPR/-----.

**AND WHEREAS** the Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**AND WHEREAS** 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.

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell and transfer and the Allottee agrees to purchase and acquired the said Unit/Apartment and the Car parking space, if allotted, for the consideration and subject to the terms and conditions hereinafter appearing.

**AND WHEREAS** the Land meant for the Block – 1 (One) & 2 (TWO) is earmarked for the purpose of developing a Residential Real Estate Building comprising of 2 (Two) number of Tower having 44 (Forty-Four) Nos. Residential Flats ("Building") and the said building shall be shall be known as "GIRIJA BHABAN " ("Project");

**AND WHEREAS** the Total Land (Larger Plot) in the 'Housing Complex' is earmarked for the purpose of developing a Residential Real Estate Complex comprising of 2 (Two) number of Blocks/ Towers having altogether 44 (Forty Four) numbers of Residential Flats ("Building") and the said Building Complex shall be shall be known as "GIRIJA

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*Gautam Charanaburj*  
Partner

**BHABAN**" ("Project") with the intention of sharing common boundary wall, sharing of common facilities & amenities, ingress and egress, Car Parking Space, etc. by all the flat owners of all the four blocks, in common.

**AND WHEREAS** the Allottee had applied for allotment of Flat/ Apartment/ Unit in the Project and the Developer has agreed to allot to the Allottee ALL THAT the **UNIT/APARTMENT NO. -----** on the ----- (-----) **FLOOR** of the building being **BLOCK NO. '1 (ONE) & 2 (TWO)'** containing by estimation a **CARPET AREA OF --- (-- -----) SFT**; more or less, (hereunder referred to as the said **UNIT** situation whereof is shown and delineate in the map or plan annexed hereto and bordered in **RED** thereon) Together with right to park **ONE** small/ medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the Building Complex (hereinafter referred to as the **CAR PARK**), to be specifically allotted and demarcated by the Developer at the time of possession, **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities in the said Entire Building Complex **AND TOGETHER WITH** the undivided proportionate share in the land underneath the said Block/Building appurtenant and/or allocable thereto, more fully and particularly mentioned and described in the **SCHEDULE - B** hereunder written, for the consideration and subject to the terms and conditions hereinafter appearing:

<b>AREA OF THE FLAT</b>	<b>SFT.</b>
Carpet Area of Unit	-----
EBVT Area	-----
Net Area = (Carpet Area of Unit + EBVT Area)	-----

**AND WHEREAS** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents, as are specified under the Act.

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

## **DEFINITIONS AND INTERPRETATIONS**

### **Definitions**

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

"**ACT**" means the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"**APARTMENT**" shall have the meaning ascribed to it in Recital;

"**APARTMENT ACQUIRERS**" shall mean persons who acquire apartments in the Project;

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Gautam Chakrabarty  
Partner

**"APPLICABLE INTEREST RATE"** shall mean the rate of interest prescribed under the Act from time to time;

**"ALLOTTEE"** shall be deemed to mean and include:-

In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.

In case the Allottee be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.

In case the Allottee be a Partnership Firm, then the Partners for the time being, of the said Partnership Firm or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a Limited Liabilities Partnership, then the Partners for the time being, of the said LLP or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said LLP or such other person and/or persons who may carry on the business of the LLP and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a company, then its successors or successors-in-interest.

In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

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

**"APPLICATION MONEY"** shall mean the money given by the Allottee to the Vendor/ Developer at the time of making application for the flat.

**"APPROVALS"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained by the Vendor/ Developer and/or granted by the competent authorities in connection with the said Housing Project/ Building Complex.

**"ARCHITECT"** shall mean M/s. MOZAIC, of P-521, Raja Basanta Roy Road, Kolkata-700 029, or any other firm or architects appointed by the Vendor/ Developer .

**"ASSOCIATION"** shall mean the Association of Flat owners of all the 4 (Four) Blocks which may be formed by the Vendor/ Developer in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Vendor/ Developer for taking control of the common parts and portions and for rendition of common services.

**"ADVOCATES"** shall mean Mr. Sanjay Kumar Jain, Advocate, of 9, Old China Bazar Street, 3<sup>rd</sup> Floor, Kolkata – 700 001 appointed by the Vendor/ Developer, inter alia, for preparation of this Agreement and the 'Deed of Conveyance' for transfer of the said flat/unit.

**"BOOKING AMOUNT"** shall mean 10% of the 'Total Consideration' of the Apartment which includes the Application Money;

**"BUILDING"** shall have the meaning ascribed to it in Recital.

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*Goudam Chamabarty*  
Partner



“**BUILDING COMMON AREAS**” shall mean with respect to the Building Complex, the areas, facilities and amenities which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units of all the Four blocks in the Complex.

“**CAM CHARGES**” shall mean the proportionate share of common area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Unit/Building Complex /Property, costs of insurances and supervisory expenses for all the Blocks but shall not include property taxes payable in respect of the various units but will include property taxes payable for the Common Parts and Portions.

“**CARPET AREA**” shall mean the net usable floor area of the Unit, it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;

“**CANCELLATION CHARGES**” shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Vendor’s/ Developer’s policy and (vi) the amount of Stamp Duty and Registration Charges paid/ to be paid on ‘Deed of Cancellation’ of this Agreement.

“**COMPLEX**” shall mean the new buildings to be constructed at the said Building Premises, comprising of Four Blocks and to be commonly known as “**GIRIJA BHABAN**” or such other name as the Vendor/ Confirming parties/ Developer in their absolute discretion may deem fit and proper, and the same is morefully and Particularly mentioned in the ‘**PART – I**’ to ‘**PART – IV**’ of the **SCHEDULE - A** hereunder.

“**COMMON PARTS PORTIONS AREAS AND AMENITIES**” shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building Complex/Project as the case may be for the common use and enjoyment of all the Allottee/occupiers of the Project;

“**COMMON EXPENSES**” shall include the proportionate share of Common Expenses to be paid borne and contributed by the Allottee for rendition of common services for the ‘Entire Complex’;

“**COMMON RULES**” shall mean the rules and regulations specified in Schedule hereunder to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

“**COMMON SERVICE/MAINTENANCE**” shall mean those services which are to be rendered by the Vendor/ Developer and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.

“**COMPLETION CERTIFICATE**” shall mean the ‘Completion Certificate’ to be granted by Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Allottee.

“**COMMENCEMENT DATE**” shall mean the date of execution of this Agreement.

“**DATE OF COMMENCEMENT OF LIABILITY**” shall mean the date of the completion of the project/ building complex and/or from the date of the notice of possession to the Allottee of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Vendor/ Developer to the Allottee to take possession of the said Flat/Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

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*Gautam Chhabra*  
 Partner

**"DATE OF OFFER OF POSSESSION" (for fit outs)** shall mean the date on which the Vendor/ Developer shall endeavor to make available to the Allottee the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Vendor/ Developer plus fifteen days.

**"DATE OF OFFER OF POSSESSION"** shall mean the date on which the 'Completion Certificate' is issued (or deemed to be issued as per the relevant provisions of legislation) by Kolkata Municipal Corporation and/or any other authority.

**"EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA"** or **"EBVT Area"** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee.

**"EXTRAS & DEPOSITS"** shall mean the costs and deposits specified hereunder to be paid by the Allottee to the Vendor/ Developer in the manner hereinafter provided;

**"FORCE MAJEURE"** shall have the meaning ascribed to it in the Act;

**"FLATS/UNITS"** shall mean independent and self-contained flats/units, car parking areas and/or other constructed spaces built and constructed or intended to be built and constructed by the Vendor/ Developer at the said Building Complex capable of being exclusively held or occupied by a person and/or persons at the said Building Complex.

**"HOUSE RULES/USER"** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.

**"LAND"** shall have the same meaning as ascribed in Recital of this Agreement;

**"LARGER PROPERTY"** shall mean ALL THAT the Plots of land containing by estimation an area of measuring 20 (TWENTY) KATTAH 00 (ZERO) CHITTAKS 00 (ZERO) SFT. situated within MUNICIPAL HOLDING NO. – 237/D Madarat Road , MasterPara, Baruipur Kolkata -700144, P.S. – Baruipur, West Bengal, under Mouza – Bauipur, J.L. No. – 31 under R. S. Dag No – 967, 968 , 964/16084 under R. S. Khatian No. 5438, Holding no -237/D ,Ward No.- 13, Baruipur. P.S. - Baruipur under Baruipur Municipality Dist : South 24 Parganas,

**"LICENCES"** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said Housing Project.

**"MAINTENANCE CHARGES"** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the entire Building Complex, comprising of all the Four blocks;

**"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean the easements and rights and reserved to the Vendor/ Developer, Developer and/or the Association;

**"NET AREA"** shall mean sum of the Carpet Area of the Unit and EBVT area.

**"NEW BUILDING/s"** shall mean the New Building and/or buildings to be constructed by the Vendor/ Developer at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.

**"PLAN"** shall mean the Building Plan sanctioned by the authorities concerned bearing Sanctioned Plan No. and shall include all modifications or variations as may be made by the Vendor/ Developer from time to time with prior sanction from the authorities concerned, if required.

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 Partner

“PREMISES” shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the PART – I and PART – IV in the SCHEDULE - A hereunder written).

“PROPORTIONATE OR PROPORTIONATELY” shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

“PAYMENT PLAN” shall mean the schedule of payment prescribed in SCHEDULE - C.

“POSSESSION” shall mean the date on which possession is made over by the Vendor/ Developer to the Allottee after “Completion Certificate” is obtained.

“READY TO MOVE IN” For the purpose of this Para ‘ready to move in possession’ shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which completion certificate has been issued by the competent authority;

“RULES” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

“REGULATIONS” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

“SECTION” means a sections of the Act; and

“SAID UNIT AND THE PROPERTIES APPURTENANT THERETO” shall mean ALL THAT the FLAT/UNIT NO. \_\_\_\_\_ on the \_\_\_\_\_ FLOOR at BLOCK – ‘1 (ONE)’ forming part of the said Housing Complex, namely ‘GIRIJA BHABAN ’, (more fully and particularly mentioned and described in the SCHEDULE - B hereunder written with fittings and fixtures to be provided therein by the Vendor/ Developer together with proportionate undivided share in common areas and installations as also in the land comprised in the said Building Complex attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space, if so specifically and expressly mentioned and described in the SCHEDULE - B hereunder written).

“SAID SHARE IN THE SAID PREMISES” shall mean proportionate undivided indivisible impartible share in the land comprised in the said Premises/ Building Complex attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Vendor/ Developer in its absolute discretion.

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

“SINKING FUND / RESERVE FUND” shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards Maintenance Fund which shall be held by the Vendor/ Developer and after the said new building is completed and possession is made over and upon formation of the Association, the said amount shall be transferred by the Vendor/ Developer to such Association, after deducting outstanding amount, if any.

SUBHRA CONSTRUCTION

*Gautam Chatterjee*

Partner

“SERVICE / MAINTENANCE CHARGES” shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Vendor/ Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Vendor/ Developer and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Vendor/ Developer and/or the Association in their absolute discretion.

“TERRACE” shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.

“TOTAL PRICE” shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Vendor/ Developer in terms of this agreement.

“UNIT” shall mean a unit of Occupancy in the project, being a Flat and the expression ‘Units’ shall be construed accordingly.

### Interpretation

Reference to a person includes a reference to a corporation, firm, association or other entity and vice-versa.

Words in singular shall include the plural and vice-versa.

Reference to a gender includes a reference to all other genders.

A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and

Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

### 1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Vendor/ Developer agrees to sell to the Allottee and the Allottee hereby agrees to acquire the Apartment as specified in SCHEDULE - B hereunder.

The TOTAL CONSIDERATION of Apartment is RS. -----/- (RUPEES ----- ONLY) (“TOTAL CONSIDERATION OF APARTMENT”).

Apartment/ Flat/ Unit No. -----	Rate of Apartment per Square Feet of Carpet Area :
Floor -----	Rs. -----/-
Block -‘1 (ONE)’	
Carpet Area of the Flat :	
EBVT Area :	
Cost of Apartment	Rs. -----/-

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*Gautam Chaturvedi*  
 Partner

Cost of exclusive balcony or verandah areas	Rs. -----/-
Cost of exclusive open terrace	Rs. -----/-
Preferential Location Charges	Rs. -----/-
Cost of Covered Car Park –	Rs. -----/-
Consideration for the Apartment	Rs. -----/-
GST	Rs. -----/-

The Total Extras and deposits in respect of Apartment is as follows :

Extras and Deposits :	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	Rs. -----/-
<b>Sinking Fund –</b> Interest free Sinking Fund amount is payable as funds for future repairs replacement, improvements and developments in the said Project. Any arrears in maintenance charges and/or applicable taxes, if any, may be adjusted against this Fund and the balance amount shall be transferred to the Association.	Rs. -----/-
<b>HT Line &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Vendor/ Developer in making arrangement with WBSEDCL and/or any other electricity supply agency for providing and installing High Tension Line at the said Project. Provided the Allottee shall pay the Deposit to WBSEDCL directly on account of Individual Meter.	Rs. -----/-
<b>Legal and Documentation Charges</b>	Rs. 10,000/- at the time of execution of this 'Agreement for sale' and Rs. 10,000/- at the time of execution of the Deed of Conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	Rs. -----/-
<b>Association Formation Charges</b>	Rs. 5,000/-.

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*Sputam Chamaber*  
Partner

Flat Mutation, Apportionment & Assessment In The Name of The Buyer	Rs. -----/-
Total Extras and Deposits (In Rupees)	Rs. ----- /-

However the Total GST does not include the GST payable on the extras and deposit computed on actual. The Allottee undertakes and confirms to pay GST payable on extras and deposit, as and when such amount is ascertained and duly intimated by the Vendor/ Developer.

Explanation:

The Total Consideration of Apartment above includes the booking amount paid by the Allottee to the Vendor/ Developer towards the [Apartment];

The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned hereinabove includes Taxes (consisting of tax paid or payable by the Vendor/ Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor/ Developer, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottees or the, competent authority, as the case may be, after obtaining the Completion Certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount-payable by the Allottee to the Vendor/ Developer shall be increased/ reduced based on such change / modification:

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

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department

The Vendor/ Developer shall periodically intimate in writing to the Allottee, the amount payable above and the Allottee shall make payment demanded by the Vendor/ Developer within the time and in the manner specified therein.

In addition, the Vendor/ Developer shall provide to the Allottee the details of the taxes paid or demanded;

The Total Price of Apartment includes inter-alia recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**TDS:** The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Vendor/ Developer , if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Vendor/ Developer within 60 (sixty) 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 Vendor/ Developer, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

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*Gautam Chhabra*  
Partner

The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned hereinabove 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 Vendor/ Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/ Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.

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

It is agreed that the Vendor/ Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Vendor/ Developer may make such minor additions or alterations as may be required by the Allottee, or such changes or alteration as per the provisions of the act. There will be only One Common Main Gate of the said Building Complex. The Vendor/ Developer shall confirm to the net area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove payable for the net area shall be recalculated upon confirmation by the Vendor/ Developer. If there is reduction more than 2% in the net area then the Vendor/ Developer shall refund the excess money paid by Allottee within 45 (forty-five) days. If there is any increase more than 2 % in the Carpet Area allotted to the Allottee, the Vendor/ Developer may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove.

In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

The Vendor/ Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

The Allottee shall have exclusive ownership rights of the Unit and the Car parking Space, if specifically mentioned in the Schedule - B;

The Allottee shall also have the right of use of 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

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*Gandam Chamabari*  
 Partner

Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor/ Conforming Parties/ Developer shall hand over the common areas to the Association of Allottee after duly obtaining the Completion Certificate from the competent authority as provided in the Act;

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, upon giving prior intimation of 3 (three) days to the Vendor/ Developer . The Vendor/ Developer including Project staffs shall not be liable for any untoward incident or accident.

The Vendor/ Developer / Developer will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.

It is made clear by the Vendor/ Developer and the Allottee agrees that the Apartment along with the Car Parking Space, if allotted, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Land and is a part of 'GIRIJA BHABAN' It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Building Complex.

The Vendor/ Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan, if any, 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 Vendor/ Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Vendor/ 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 and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

On or before the Effective Date, the Allottee has paid the Application Money and the Booking Amount, morefully mentioned in the 'Memo of Consideration' hereunder. The Booking Amount forms part of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits as mentioned hereinabove and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendor/ Developer within the time and the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he/she/they 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 Vendor/ Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Vendor/ Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque/ RTGS/ NEFT/ or online payment (as applicable)] in favour of 'SUBHRA CONSTRUCTION – -----' payable at Baruipur.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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*Gandam Chamabohly*  
 Partner



The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Vendor/ Developer with such permission, approvals which would enable the Vendor/ 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/their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Vendor/ Developer accepts no responsibility in this regard and the Allottee shall keep the Vendor/ 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 Vendor/ Developer immediately and comply with necessary formalities if any under the Applicable Laws. The Vendor/ 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 Vendor/ Developer shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### 5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottees. 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 Said Flat to the Allottee and the Common Areas of the Real Estate Project to the association of allottees, upon its formation and registration. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C i.e. the Payment Plan.

#### 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Vendor/ Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities,

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*Gandam Channabary*

Partner

subject to the terms in this Agreement, the Vendor/ 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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

## 7. POSSESSION OF THE APARTMENT:

### 7.1 Schedule For Possession of the Apartment

The Promoter agrees and understands that timely delivery of possession of the Said Flat to the Allottee and the Common Areas of the Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the Said Flat in place on **31.12.2025** ("**Completion Date**"), 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; or any further delay(s) beyond the control of the Promoter due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease ("**Force Majeure**"). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottee. However, if the Said Flat is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee is linked *inter alia* to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common area with in the MLCP and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required and to be transferred to the association of allottees, then the Promoter and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts, deeds and things and signs, executes and delivers all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottee herein) proportionately and the Promoter and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottee and the other allottees shall keep the Promoter and the Owners fully indemnified with regard thereto.

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 Partner

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Flat, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the Promoter shall give possession of the Said Flat to the Allottees subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottees in writing within 30 (thirty) days of receiving the completion certificate of the Project.

**7.3 Failure of Allottee to take Possession of Flat** - Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee**- After obtaining the completion certificate and handing over physical possession of the Flats comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project to the association of allottees, upon its formation and registration or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 15 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Flat (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to

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Gautam Chakrabarty  
Partner

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 the Promoter in respect of the Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

#### **S REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ DEVELOPER:**

The Vendor/ Developer hereby represents and warrants to the Allottee as follows:

The Vendor/ Developer has absolute, clear and marketable title with respect to the Land, the requisite right to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;

The Vendor/ Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

There are no encumbrances upon the Land or the Project as on the Effective Date;

There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

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 Vendor/ 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;

The Vendor/ 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;

The Vendor/ 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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

The Vendor/ Developer confirm that the Vendor/ Developer are not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in this Agreement.

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*Gantam Chakraborty*  
Partner

The Vendor/ Developer confirm that the Vendor/ Developer are not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in this Agreement; At the time of execution of the 'Deed of Conveyance' the Vendor/ Developer shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the Competent Authority, as the case may be;

The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;

The Vendor/ 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 along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and

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 Vendor/ Developer in respect of the Land and/or the Project.

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

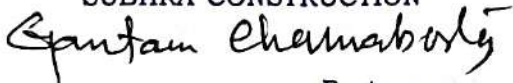
9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Said Flat to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Flat 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 his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Flat and Appurtenances;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Said Flat.

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 Partner

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 payment to the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules;

In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Flat and Appurtenances and upon resale of the Said Flat and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Flat and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Flat and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Flat and Appurtenances in the manner it deems fit and proper.

#### 10 DEED OF CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Said Flat and Appurtenances (as provided in **Schedule C** under the Agreement) from the Allottee, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Flat and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) and further and the Allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

#### 11 MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:

The Vendor/ 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 upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned hereinabove for the Apartment. In case the formation of the Association is delayed due no fault of the Vendor/ Developer; the Vendor/ Developer 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 shall be liable to pay to the Vendor/ Developer or facility management company, the charges for such maintenance as fixed by the Vendor/ Developer at actual.

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*Gandam Chamabarty*

Partner

## **12. DEFECT LIABILITY:**

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee is aware that any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Flat at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 12.3 However, the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to variation in temperature of more than 20 degree centigrade which do not amount of the structural defects and hence cannot be attributed to either bad workmanship or structural defects. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee it shall be necessary to appoint an expert/ surveyor to be nominated by the architect of the said project, who shall survey and assess the same and then submit report to state the defects in material used in the structure and in the workmanship executed.

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

The Allottee(s) hereby agrees to purchase the Flat & Car Parking Space, in the specific understanding that his/her/its right to 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 Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

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

The Co-owners / Developer /maintenance agency/Association shall have rights of unrestricted access of all

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Partner

Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Co-owners / Developer / Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect

#### **15. USAGE:**

Use of Ground Floor and Service Areas: The Ground Floor area, Open Space and service areas, as located within the Project, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the Ground Floor area, Open Space and service areas in any manner whatsoever, other than those earmarked as parking spaces, if allotted, and the same shall be reserved for use by the Association for rendering maintenance services.

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

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she/ 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 shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/ Developer and thereafter the Association and/or maintenance agency appointed by Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **Dishonour of Payment Instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Vendor/ Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Vendor/ Developer shall intimate the Allottee of the

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*Gautam Channabotly*  
Partner



dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Vendor/ Developer of all the amounts including the dishonour charges of Rs. 500/- (Rupees Five Hundred only) for each such dishonour. In the event the said Demand Draft is not tendered within 7 (seven) days then the Vendor/ Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Vendor/ Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Vendor/ Developer has no obligation to return the original dishonoured cheque.

#### **Raising of Finance by Allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

#### **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Vendor/ Developer, the Allottee shall be deemed to have taken possession on the 15<sup>th</sup> days from the date of such notice, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

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

On and from the Possession Date:

The Apartment shall be at the sole risk and cost of the Allottee and the Vendor/ Developer shall have no liability or concern thereof;

The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;

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 proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.

The Allottee shall become liable to pay all other expenses necessary and incidental to the management and maintenance of the Project.

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*Gardam Channaborky*  
 Partner

### **Right of Allottee to use Common Areas subject to Payment of Maintenance Charges**

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Vendor/ Developer (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Vendor/ Developer or the Association from time to time.

### **Additions or Replacements**

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, 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 Vendor/ Developer and upon completion, 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 agrees to abide by the same.

### **Maintenance and Association**

#### **Maintenance**

Upon completion of the Project the Vendor/ Developer will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Vendor/ Developer, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Vendor/ Developer. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottee.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Vendor/ Developer and upon completion, to the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 12% per annum will become payable by the Allottee; and (iii) the Vendor/ Developer /Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

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*Gautam Chamaberly*  
Partner

That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated hereinabove. It is further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Vendor/ Developer (in case till such time the HOLDING ORGANIZATION has not been formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

**Interim Maintenance Period:**

During the interim maintenance period between obtaining of the Completion Certificate of such Project and formation and operationalization of the Association the Vendor/ Developer shall through itself or through a Facility Management Company to run, operate, manage and maintain the Common Areas.

The Vendor/ Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, 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.

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.

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 Vendor/ Developer with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

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 Vendor/ Developer, with or without amendments, as may be deemed necessary by the Association.

**Covenants of the Allottee :**

**Apartment use**

The Allottee shall not use the Apartment or permit the same to be used for the purpose other the residential purposes  
The Allottee shall not use the Apartment or permit the same to be used for the commercial purpose or for any other purposes which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes.

**Hazardous materials**

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

**Additions**

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 Partner

The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case, the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

**Co-operation**

The Allottee shall at all times co-operate with the other Allottee/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

**Transfer**

The Allottee shall not transfer or sell the rights under this Agreement without prior written permission from the Vendor/ Developer till such time as all payments under this Agreement are cleared. The Vendor/ Developer shall retain the first right of refusal for such transfer of rights. Where the Vendor/ Developer does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottee shall pay a transfer fee equivalent to 1% of the Total Consideration Amount plus GST thereupon. Such transfer however shall be permissible only if the first installment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

**Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

**Common Rules**

The Allottee shall abide by and adhere to the Common Rules specified hereunder from time to time.

**Common Expenses**

The Allottee shall pay on due dates for the Proportionate Common Expenses from time to time.

**Model Unit**

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit, exhibited at the site only, if any, will provide a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottee shall not be entitled to raise any claim for such variation.

**Construction Progress Linked Payment Plan**

The Allottee (s) acknowledges that he/her/it has chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Allottee (s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottee. This significantly reduces the risk of the

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*Santam Chamaburly*  
 Partner

Allottee as compared to the "Time Linked Payment Plan" option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

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

The Parties are entering into this Agreement for the allotment of an apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**18. ADDITIONAL CONSTRUCTIONS**

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

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter execute this Agreement, the Promoter shall not create any further mortgage or create any further 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 Vendor/ Developer has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Vendor/ 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 Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**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,

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*Gautam Chatterjee*  
 Partner

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ building, as the case may be.

**23. RIGHT TO AMEND:**

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

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

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 Allottee 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 Vendor/ 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 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 Vendor/ Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Vendor/ Developer to exercise such discretion in the case of other Allottee.

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

**26. SEVERABILITY:**

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

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

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

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*Gautam Chamaborsky*  
Partner

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Vendor/ Developer through its authorized signatory at the Vendor's/ Developer's Office; or at some other place, which may be mutually agreed between the Vendor/ Developer and the Allottee. After the Agreement is duly executed by the Allottee and the Vendor/ Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authorities at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES**

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

**31. ALLOTEES:**

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**DEVELOPER:**

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It shall be the duty of the Allottee and the Vendor/ Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, e-mail, courier service 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.

**Joint allottee:**

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

**32. GOVERNING LAW:**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be

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 Partner

settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**THE SCHEDULE – 'A' ABOVE REFERRED TO**  
**(THE SAID 'TOTAL LAND'/ LARGER PROPERTY COMPRISING OF ALL FOUR BLOCKS IN THE**  
**ENTIRE 'BUILDING COMPLEX')**

**PART – I 'BLOCK – 1 (ONE)' & II(TWO)**

ALL THAT Piece and Parcel of land measuring 20 (TWENTY) KATTAH 00 (ZERO) CHITTAKS 00 (ZERO) SFT. situated within MUNICIPAL HOLDING NO. – 237/D Madarat Road , MasterPara, Baruipur Kolkata -700144, P.S. – Baruipur, West Bengal, under Mouza – Baruipur, J.L. No. – 31 under R. S. Dag No – 967, 968 , 964/16084 under R. S. Khatian No. 5438, Holding no -237/D ,Ward No.- 13, Baruipur. P.S. - Baruipur under Baruipur Municipality Dist : South 24 Parganas,

**(THE SAID SCHEDULE BLOCK/PREMISES)**  
**'BLOCK – 1 (ONE)'& II (TWO)**

ALL THAT Piece and Parcel of land measuring 20 (TWENTY) KATTAH 00 (ZERO) CHITTAKS 00 (ZERO) SFT. situated within MUNICIPAL HOLDING NO. – 237/D Madarat Road , MasterPara, Baruipur Kolkata -700144, P.S. – Baruipur, West Bengal, under Mouza – Baruipur, J.L. No. – 31 under R. S. Dag No – 967, 968 , 964/16084 under R. S. Khatian No. 5438, Holding no -237/D ,Ward No.- 13, Baruipur. P.S. - Baruipur under Baruipur Municipality Dist : South 24 Parganas, which is butted and bounded as follows:-

**ON THE NORTH : One G+II Building;**  
**ON THE SOUTH : Madarat Road;**  
**ON THE EAST : G+IV Building;**  
**ON THE WEST : G+IV Building.**

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**Latitude/ Longitude of the end points of the Project**

**Latitude - 22.36536 N**

**Longitude – 88.43538 E**

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*Gandan Chatterjee*  
 Partner



**THE SCHEDULE – ‘B’ ABOVE REFERRED TO**  
**(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO)**

ALL THAT the Residential Flat/Unit in or portion of the New building being UNIT/ FLAT NO. ---- on the ---- (-----) FLOOR at BLOCK – ‘1 (ONE)’& 2 (TWO) containing by admeasurements a Carpet Area of ----- Sft. and Exclusive Balcony/Verandah Area Or “EBVT AREA”, of \_\_\_ Square Feet aggregating to a Net Area of \_\_\_ Square Feet, equivalent to a SUPER BUILT-UP AREA of ----- ( ----- ) SFT. , be little more or less, in the New building at the said entire Building Complex, now known as “EDEN TOLLY COURT”, which is under construction, and shown in the plan annexed hereto duly bordered in ‘RED’ thereon TOGETHER WITH right to park ONE small/medium sized motor car on the COVERED CAR PARKING SPACE on the ground floor of the said building complex to be specifically allotted and demarcated by the Vendor/ Developer at the time of possession TOGETHER WITH proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said block/building described and mentioned in the Schedule - A hereinabove written attributable to the said Unit AND TOGETHER WITH proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned attributable to the said Unit.

**THE SCHEDULE – ‘C’ ABOVE REFERRED TO**  
**(Common Area, Parts and Portions)**

The Allottee hereby agrees to pay the ‘TOTAL CONSIDERATION AMOUNT’ of RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY), and the said consideration amount shall be paid by the Allottee to the Developer in the manner hereinafter appearing:

1.	Application Money	Rs. -----/-
2.	On or before signing of this agreement (inclusive of the application fee)	20% of the total consideration price
3.	On completion of Piling	15% of the total consideration
3.	On completion of 1 <sup>st</sup> Floor Slab	15% of the total consideration
4.	On completion of 2 <sup>nd</sup> Floor Slab	10% of the total consideration price
5.	On completion of 3 <sup>rd</sup> Floor Slab	10% of the total consideration price
6.	On Roof Casting	10% of the total consideration price
7.	On Completion of internal plaster	10% of the total consideration price
8.	On or before possession	10% of the total consideration price

All other additional/ extra charges and deposits (mandatory) as stated hereinabove, will be paid on or before taking over possession of the said flat/unit or as demanded by the Developer from the Allottee.

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*Gautam Chawabherly*  
 Partner

**Part – II**

The Allottee hereby also agrees to pay to the Developer for extra/additional works and /or facilities to be done and/or provided as per requirement of the Allottee.

DATED                      DAY OF 19<sup>TH</sup> AUGUST                      , 2023

SUBHRA CONSTRUCTION  
*Gautam Chamabosky*  
Partner

**AGREEMENT FOR SALE**

BETWEEN

M/S.GAUTAM CHAKRABORTY

----- OWNERS & CONFIRMING PARTIES

&

SUBHRA CONSTRUCTION

-----DEVELOPER

&

MR. -----

MRS. -----

-----ALLOTTEE

GIRIJA BHABAN

FLAT/ UNIT NO. -----

FLOOR - ---- (---)

BLOCK - '1 (ONE)'/ BLOCK -2 (TWO)

SUBHRA CONSTRUCTION

*Gautam Chakraborty*

Partner