

AGREEMENT FOR SALE

THIS AGREEMENT made on this _____ day of -----, Two Thousand ----- [20XX] **BETWEEN MR. AJOY PAL**, son of the late Gopeswar Pal, residing at 61, Hindusthan Park, Post Office- Sarat Bose Road and Police Station-Gariahat, Kolkata 700 029, having **PAN-AFAPP0475R**, hereinafter referred to as the **OWNER** represented by its Attorney **MR. SOUMYAJIT GUPTA**, son of Mr. Indrajit Gupta, residing at 87A, Sarat Bose Road, Post Office- Sarat Bose Road and Police Station-Bhowanipore, Kolkata-700 026, having **PAN- AJAPG9130E**, (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART:**



AND BUILTCRETE REALTY PRIVATE LIMITED, having **PAN- AAFCB6348A**, a company duly incorporated under the Companies Act, 1956, having its registered office at P-78, Lake Road, Post Office-Sarat Bose Road and Police Station- Lake, Kolkata-700 029, represented by its Director **MR.SOUMYAJIT GUPTA**, son of Mr. Indrajit Gupta, residing at 87A, Sarat Bose Road, Post Office- Sarat Bose Road and Police Station- Bhowanipore, Kolkata-700 026, having **PAN- AJAPG9130E**, having hereinafter referred to as the **DEVELOPER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **SECOND PART**:

AND

(In case of Individual)

Mr. _____, having **PAN:** _____, **Aadhaar No.** _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation _____, residing at _____, P.O: _____, P.S: _____, Kolkata- _____ hereinafter referred to as the "**PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her legal heirs, legal representatives, executors, administrators nominees and assigns) of the **THIRD PART**

OR

(In case of Company)

M/S. _____, having **PAN:** _____, a Company incorporated under the Companies Act, 1956 and having its registered office at _____, P.O: _____, P.S: _____, Kolkata - _____, represented by its Director/authorised representative _____, having **PAN:** _____, **Aadhaar No.** _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at _____, P.O. _____, P.S. _____, Kolkata- _____ hereinafter called and referred to as "**PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators nominees and assigns) of the **THIRD PART**

OR

(In case of Partnership Firm,)

M/S. _____, having **PAN:** _____, a Partnership firm established under the Indian Partnership Act 1932 and having its registered office at _____, P.O: _____, P.S: _____, Kolkata - _____, represented by its Partner/authorised representative _____, having **PAN:** _____, **Aadhaar No.** _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at _____, P.O. _____, P.S. _____, Kolkata- xxxxxxx hereinafter called and referred to as "**PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators nominees and assigns) of the **THIRD PART**.

WHEREAS:

A. One Sarojendra Krishna Deb was seized and possessed of and/or otherwise



well and sufficiently entitled to All That the piece and parcel of revenue free land containing an area of 4 Cottahs 5 Chittacks 9 Sq.ft. be the same a little more or less lying situate at Plot No.26 of Scheme No. III of Hindusthan Co-operative Insurance Society Limited and being demarcated portion of premises Nos. 46, 47, 47/1, Gariahat Road, Holding No. 297, Division VI, Sub-division "P", Dihipanchannagram, Police Station the then Tollygunge, District the then 24-Parganas (hereinafter referred to as the "**said land**").

B. By an Indenture of Conveyance dated the 4th day of December, 1922 made between the said Sarojendra Krishna Deb therein referred to as the Vendor of the One Part and one Promode Ranjan Sarkar therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 160, Pages 1 to 9, Being No. 5383 for the year 1922 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said land.

C. By an Indenture dated the 4th day of June, 1924 made between the said Promode Ranjan Sarkar therein referred to as the Vendor of the One Part and one Gopeswar Pal therein referred to as the Purchaser of the Other Part and registered at the office of the Sadar Sub-Registrar, Alipore in Book No.I, Volume No.67, Pages 44 to 52, Being No.2528 for the year 1924 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said land.

D. The said Gopeswar Pal thereafter constructed a two storied brick built building on the said land at his own cost and expenses and the said land with construction was renumbered by the then Calcutta Municipal Corporation as 61, Hindusthan Park (formerly Gariahat Road), the then Calcutta- 700 029 (hereinafter referred to as the "**said property**").

E. The said Gopeswar Pal who during his lifetime was a Hindu governed by Dayabhaga School of Hindu Law died after making and publishing his last Will and Testament dated the 16th day of November, 1958 duly registered at the office of the Additional District Sub-Registrar, Sealdah in Book No.III, Volume No.4, Pages 92 to 97, Being No.81 for the year 1958 whereby and where under he appointed his son-in-law Anil Kumar Guin and his elder daughter Smt. Sovarani Guin as the executor and executrix to such last Will and Testament and gave devised and bequeathed All That the said property unto and in favour of his younger son namely Ajoy Kumar Pal alias Ajoy Pal and also gave a life interest to his wife Smt. Sanjibani Pal and his younger daughter Smt. Sandhyarani Mallik.

F. The said Anil Kumar Guin and Smt. Sovarani Guin jointly applied for and obtained Probate of the said last Will and Testament of Gopeswar Pal dated the 16th day of November, 1958 before the Learned Court of District Delegate, Alipore under Act 39 being Case No.16 of 1963 on 1st day of June, 1963 and thus the said Ajoy Kumar Pal alias Ajoy Pal became the owner of All That the said property.

F. The said Ajoy Pal, the Owner herein, duly recorded his name in the Assessment records of the Kolkata Municipal Corporation in respect of the said property being Assessee No.110861501097, Ward No.86 within the limits of Kolkata Municipal Corporation.

The said Smt. Sanjibani Pal died on 05.02.1988 and Smt. Sandhyarani



Mallik died on 24.01.2014 and upon their death the said Owner herein is free to deal with the said property as stated under the said last Will and Testament of Gopeswar Pal dated the 16th day of November, 1958.

H. Thus the Owner is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said property containing an area of 4 Cottahs 5 Chittacks 9 Sq.ft. be the same a little more or less being Premises No. 61, Hindusthan Park, Police Station-Gariahat, Post Office- Sarat Bose Road, Ward No. 86 within the limits of Kolkata Municipal Corporation, Kolkata- 700 029 more fully described in the **First Schedule** hereunder. The Owner is presently desirous of developing the said premises as a residential cum commercial building

I. The Owner and the Developer have negotiated and arrived at an agreement to develop the said property upon demolition of the old structure for mutual benefit on the terms and conditions thereunder written.

J. By a Development Agreement dated the 17th day of February, 2017 and Registered at Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2017, Pages- 29689 to 29744, Being No. 190100950, for the year 2017, made between the Owner herein therein referred to as the Owner of the one part and the Developer herein therein referred to as the Developer of the other part the said Owner therein and the Owner herein had appointed the Developer and thereafter executed a registered Power Of Attorney on 17th day of February, 2017 and Registered at Additional Registrar of Assurances-I, Kolkata and recorded in Book No. IV, Volume No. 1903-2017, Pages- 21960 to 21981, Being No. 190300884, for the year 2017, to construct erect and commercially exploit the said property on the terms and conditions mentioned therein.

L. The Developer has caused a plan to be sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2018080018 dated 04.06.2018 for construction of Residential cum Commercial building comprising of self contained independent units and covered/open parking spaces on the part of the said Property after demolishing the structures standing thereon [herein after referred to as the **said plan**].

M. The Residential cum commercial Building shall be known as "**RAANGA MAATI APARTMENTS**".

N. The Purchasers are desirous of acquiring **ALL THAT** the Unit No.-----, on the Second floor, of containing a super built up area of ----- sq.ft. of the New Building to be presently in course of construction on the said land Together With the right to park ---[---] car in the covered car parking space measuring ----- sq.ft on the ground floor of the said building fully and particularly described in the **Second Schedule** hereunder written (hereinafter collectively referred to as the '**said unit**') and Together With the undivided proportionate impartible part of the land comprised in the said property more fully and particularly described in the **First Schedule** hereunder written and Together With the undivided, proportionate indivisible part or share in the common areas, common portions, common facilities and installations of the said property more fully and particularly described in the **Third Schedule** hereunder written at the consideration and on the terms and conditions herein contained.

O. At or before the execution of this Agreement the Purchasers-



- a. have fully satisfied themselves as to the title of the Vendors and the right of the Vendors in respect of the said property.
- b. Have inspected the plan sanctioned by the authorities concerned in respect of the Residential cum commercial Building being constructed by the Developer and agrees not to raise any objection with regard thereto.
- c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Developer on the said property.
- d. have verified the location and site of the said Building including the egress and ingress thereof and also the area thereof as stated in this Agreement and agrees not to dispute the same.
- e. have acknowledged that the right of the Purchasers shall remain restricted to the said Unit and shall have right to use common portion area services facilities in common with other co-owners of the building.
- f. have acknowledged that the Developer shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building being constructed erected and completed on the said property and the Purchasers shall have no objection thereto. But the Developer shall not be entitled to change and/or alter and/or modify the said Plan of the '**said unit**' described in the **Second Schedule** hereunder written without written consent of the Purchasers.
- g. have satisfied themselves as to the built up area and the super built-up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and have agreed not to challenge or dispute the same in any manner whatsoever or however.

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:

I. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Owner and the Developer jointly agree to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said Flat/ Apartment as more fully described in the **SECOND SCHEDULE** herein below.

The Total Price for the Apartment based on the Carpet Area of the Flat is **Rs. _____/- (Rupees _____ only)** as per the details given in the **THIRD SCHEDULE** hereunder written (the "**TOTAL PRICE**") which means Unit Price, Other Charges and GST.

The Total Price has been arrived at in the following manner:



	Description	Amount (In INR)
	Unit No: Type : BHK: Floor: Area:	
	Cost of Unit	Rs. _____/-
	Cost of exclusive balcony/verandah Areas	Rs. _____/-
	Cost of Car Park	Rs. _____/-
	Total Consideration for the apartment	Rs. _____/-

- 1.3 The Allottees have further agreed to pay the following amount as and by way of extra payments to the Promoter and the same shall be paid after the execution of this agreement as and when demanded by the promoter

Extra Payments (Extras & Deposits)	
Maintenance Deposit- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and for applicable taxes as the Promoter or the Association deem fit and proper.	Rs. _____/-
Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the said Project. Provided the Allottees shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	On Actuals
CESC Security Charges	On Actuals (for electric meter)
Legal Charges - (including legal fees pertaining to drafting of this Agreement to Sale and the Deed of Conveyance)	Rs. _____/-
Association Formation Charges	Rs. _____/-
Generator Power Backup- Generator charges for limited back up (Rs. 25,000/- per KVA)	Actuals On the basis of per KVA
VRV Charges	Rs. _____/-



Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. _____/-
Rule 25 Charges (if applicable)	On Actuals
Total Extras & Deposits	Rs. _____/-

Explanation:

(i) The Total Price above includes the Booking Amount paid by the Purchaser to the Developer towards the said Apartment. In this context it is agreed that "Booking Amount" shall always mean a sum equivalent to 10% (ten percent) of the Unit Price excluding GST (the "**Booking Amount**").

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer, as applicable, by way of Value Added Tax, Goods and Services Tax, CGST, if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, (by whatever name called) up to the date of handing over the possession or Deemed date of possession of the Unit to the Purchaser and the Project to the association of Flat Owners after obtaining the completion certificate.

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

(iii) The Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Developer within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of Apartment includes 1) pro-rata share in the Common Areas; and 2) Parking Space as provided in the Agreement

(v) The Total Price is escalation-free, save and except increases which the Developer 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs/charges imposed by the competent authorities, the Developer shall enclose the relevant notification/order/rule/ regulation to that effect along with the demand letter/email being issued to the Purchaser, which shall only be applicable on subsequent payments.

(vi) The Purchaser shall make the payment to the Developer as per the mode of payment as set out in the **THIRD SCHEDULE** hereto (the "**MODE OF PAYMENT**").

(vii) The Developer may allow, in their sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments at a mutually agreed percentage per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Purchaser by the Developer.



(viii) It is agreed that the Developer shall not make any additions and/or alterations in the sanctioned plan of the proposed building, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part II of SECOND SCHEDULE** herein in respect of the Apartment without the previous written consent of the Purchaser, as per the provisions of the Act.

Provided that, the Developer may make such minor additions or alterations, as may be required by the Purchaser, or such minor changes or alteration are as per the provisions of the Act.

(ix) The Developer shall confirm to the Purchaser the final Carpet Area of the Apartment that has been allotted to the Purchaser after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent Authority) is granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Carpet Area, within the defined limit, then the Developer shall refund and /or adjust the excess money paid by the Purchaser at the time of final possession or within 45 (forty five) days from the date of final demand for possession, along with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is an increase in the Carpet Area of the apartment allotted to the Purchaser, the Developer shall demand that from the Purchaser as per the next milestone of the mode of Payment as provided in the **THIRD SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to para 9.3 below the Developer agrees and acknowledges, that the Purchaser shall have the right to the Apartment as mentioned below:

- (i) The Purchaser shall have exclusive ownership of the Apartment;
- (ii) The Purchaser shall also have right to use undivided proportionate share/interest in the Common Areas and also the right to use such Common Areas to the extent required for beneficial use and enjoyment of the Apartment. Since the share/interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use all Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoters shall convey undivided proportionate title in the Common Areas to the association of Purchaser as provided in the Act.
- (iii) The computation of price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, Car Parking, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment, in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3. It is made clear by the Developer and the Purchaser agrees that the Apartment (including the Parking Space), as the case may be, if any, allotted to the Purchaser by the Developer and as so mentioned in the **SECOND SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Land and/or the additions made thereto and shall not a part of any other project or zone and shall not form a



part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the other Owners (including the Purchaser herein) of the Project.

It is understood by the Purchaser that all other areas, that is, areas and facilities falling outside the Project, namely "**RAANGAMATI APARTMENT**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

- 1.4. The Developer agrees to pay all outgoing before transferring the physical possession of the apartments to the Purchaser, which the Developer has collected from all the Flat Owners (including the Purchaser herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by the Developer from the all Flat Owners (including the Purchaser herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to the Purchasers, then, and in such event, the Developer agrees to be liable, even after the transfer of the Apartment, 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 proceeding which may be taken therefore by such authority or person.
- 1.5. The Purchaser has paid a sum of **Rs. _____/- (Rupees _____)** as Booking Amount, being part payment towards the Unit Price of the Apartment at the time of application and the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Mode of Payment in the **THIRD SCHEDULE** hereunder written) as may be demanded by the Developer within the time and in the manner specified therein.

Provided that if the Purchaser delays in payment towards any amount, which is payable, within the due date, the Purchaser shall be liable to pay interest at the rate as prescribed in the Rules which is currently equivalent to the prevailing Prime Lending Rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum for the period of such delay, as prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement, the Purchaser shall make all payments and the Developer abiding by the construction milestones, on written demand/e-mail by the Developer, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Purchaser shall be liable to pay to the Promoters a charge of Rupees Five hundred only plus applicable taxes, for every such dishonour.



3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

- 2.1. The Purchaser, 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developers with such permission, approvals which would enable the Developers 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 Purchaser understands and agrees that in the event of any failure on Purchaser's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Purchaser may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 2.2. The Developer accept no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser authorizes the Developer to adjust/appropriate all payments made by the Purchaser under any head(s) of dues against lawful outstanding of the Purchaser against the Apartment, if any, in the Purchaser's name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the Project and/or for handing over the Apartment to the Purchaser and the Common Areas to the association of Purchaser or the competent authority, after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the Payment Plan in the **THIRD SCHEDULE**. The Common Areas, amenities and facilities of the said Project, however, will be handed over only upon of completion of the entire Project in due course of time.



6. CONSTRUCTION OF THE PROJECT:

The Purchaser has seen and accepted the proposed layout plan and the floor plan of the Apartment shown in **Annexure-B** to the Agreement, specifications, amenities and facilities of the Project as mentioned in the **FOURTH SCHEDULE** hereto and have accepted the same which has been approved by the competent Authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. **Schedule for possession of the Apartment** - The Developer agrees and understands that timely delivery of possession of the Flat/Apartment to the Purchaser and the Common Areas to the association of Purchaser is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with right to use Common Areas with all specifications, amenities and facilities attached to the Project in place on xxxx, 20xx unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic and/ or lockdowns due to pandemic or any other calamity caused by nature affecting the regular development of the Project (the "**FORCE MAJEURE**"). If, however, the completion of the proposed Building in the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat/ Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the proposed building of the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate to the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that the Purchaser shall not have any right, claim etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession** - The Developer upon obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent Authority, shall within a maximum period of fifteen days from such date (the "**NOTICE OF POSSESSION**") offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Purchaser to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Purchaser (the "**POSSESSION DATE /DEEMED DATE OF POSSESSION**") Provided that the conveyance deed of the Apartment in favour of the Purchaser shall be executed and registered by the Promoters (subject, however, to the Purchaser making all payments as mentioned in the **THIRD SCHEDULE** hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per requisition of the Developer) within three months from the date of



issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) and the Developer shall give possession of the Apartment to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer. The Purchaser, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges taxes etc. as determined by the Developer/association of Purchasers, as the case may be after the issuance of the completion certificate for the Project.

7.3. **Failure of the Purchaser to take Possession of Apartment** - Upon receiving the Notice of Possession from the Developer, as per para 7.2, the Purchaser shall take possession of the Apartment from the Developer within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7.2 and/or even after the expiry of the Possession Date, such Purchaser shall continue to be liable to pay maintenance charges, taxes etc as specified in para 7.2.

7.4. **Possession by the Purchaser**- After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Purchaser and on handing over of Common Areas to the association of Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the association of Purchasers or the competent authority, as the case may be, as per the local laws, :

7.5. **Cancellation by Purchaser -**

The Purchaser shall have the right to cancel/withdraw the Purchaser's allotment in the Project as provided in the Act.

Provided that, where the Purchaser proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer shall herein shall be entitled to forfeit the Booking Amount paid for the allotment and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Purchaser. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within 45 (forty five) days of such cancellation.

7.6. **Compensation -**

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Sixth Phase of the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent)per annum) including compensation in the manner as provided in the Act , within 45 (forty-five) days of it becoming due.



Provided That where the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum), for every month of delay, till the handing over of the possession and/or Deemed date of possession of the Apartment, whichever is earlier.

8. REPRESENTATION AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Purchaser as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project save and except as mentioned in sub clause (iv) below.
- (ii) The Developer have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project save and except that the Developer have taken a loan from State Bank of India (said bank)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Developer shall cause the said bank(s), if necessary, to issue no objection letter in favour of the Purchaser to enable the Purchaser to take loan from any bank or financial institution for financing the purchase of the Apartment and the Developer further undertake that the Developer shall cause the said bank(s) to release the Apartment from the mortgage created by the Developer on or before the Developer executing the deed of conveyance of the Apartment in favour of the Purchaser and the Purchaser will get the title of the Apartment free from all encumbrances.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, building, Apartment and Common Areas;
- (v) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vi) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- (vii) The Developer confirms that the Developer are not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the Common Areas to the association of Purchasers or the competent authority, as the case may be at the time of completion of entire Project.
- (ix) The Said 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 Said Land;



- (x) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued and possession of Apartment or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **Part I** and **Part II** of the **FOURTH SCHEDULE** hereto) has been handed over to the Purchaser and the association of Purchasers or the competent authority, as the case may be,
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the Said Land and/or the Project.
- (xii) That the Said Land is not a Wakf property.

9. EVENT OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Developer fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified in para 7.1. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of Developer's registration under the provisions of the Act and/or the Rules and/or the regulations (the "**Regulations**") made there under.

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

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or
- (ii) The Purchaser have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Apartment, along with interest at the rate as prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum), within 45 (forty five) days of receiving the termination notice.

Provided that, where the Purchaser does not intend to withdraw from the Project or terminate the Agreement, the Purchaser shall be paid, by the Developer, interest at the rate as prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum), for every month of delay till the handing over of the possession/Deemed Date Of Possession of the Apartment, whichever is earlier.



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

- (i) In case the Purchaser fails to make payment for two consecutive demands made by the Developer as per the Payment Plan, of any amount due and payable by the Purchaser under this Agreement (including the Purchasers proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Purchaser shall be liable to pay interest to the Developer, interest, as prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) on all unpaid amount at the rate specified in the Rules. .
- (ii) Without prejudice to the right of the Developer to charge interest in terms of Clause 9.3 (i) above, in case of Default by Purchaser under the condition listed above continues for a period beyond 2 (two) consecutive months after notice for rectification of default from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchaser and terminate this Agreement and refund the amount money paid to it by the Purchaser by deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Developer, and this Agreement and any liability of the Developer shall thereupon stand terminated.

10. CONVEYANCE OF THE APARTMENT:

- (i) The Developer, on receipt of Total Price of the Apartment as per para 1.2 above and as mentioned in the **THIRD SCHEDULE** below along with any other dues from the Purchaser, shall execute a conveyance deed and convey the title of the Apartment together with right to use proportionate undivided/indivisible share/interest in the Common Areas with the right to use such Common Areas along with the other occupants of the Project and/or with rights appurtenant thereto within three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority to the Purchaser. In case, however, the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in favour of the Purchaser till full and final settlement of all dues and t stamp duty and registration charges to the Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Purchasers. The cost of such maintenance has been included in the Total Price.

12. DEFECT LIABILITY:



It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

RIGHT OF THE PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Service Area: The service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per the Said Plan and/or the Revised Plan and/or the plans to be revised/sanctioned in future, as the case may be. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchasers formed by the Purchaser or caused to be formed for the Purchasers for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

16.1 Subject to Clause 12 above, the Purchaser shall, from the Deemed Date Of Possession, be solely responsible to maintain the Apartment at the Purchaser's 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 there to 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 jeopardised.

16.2 The Purchaser further undertakes, assures and guarantees that the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Flat Owners and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Developer execute this Agreement the Developer 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 Purchaser who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT:



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

20. BINDING EFFECT:

Forwarding of this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser 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 of the same by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, the application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the Booking Amount shall be returned to the Purchaser without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS:

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 Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT LIMITATION TO ENFORCE:

24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Mode of Payment as mentioned in the **THIRD SCHEDULE** hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers.



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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in the Project/Complex, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments/Units in the Project/Complex.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorised signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser in Kolkata after the Agreement is duly executed by the Purchaser and the Developer simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registry office having jurisdiction and authority at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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

Name of Purchaser:

Address of Purchaser:

Developer's name: M/S. BUILTCRETE REALTY PVT LTD

Address of Developer: P-78 Lake Road, Ground Floor, Kolkata - 700029

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address



shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

JOINT PURCHASERS:

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

30. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

31. DISPUTE RESOLUTION:

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

34. DISCLAIMER:

34.1 All terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or in the Act and the Rules and Regulations made thereunder.

34.2 The following clauses are to be read in continuation to sub clause 1.8 above:

(i) The rights of the Purchaser is limited to ownership of the said Apartment and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Purchaser has the right to visit the project site, to assess the extent of development of the Project/Complex and the Apartment, as the case may be, with prior appointment from the Developer and/or the nominated representative of the Developer, as the case may be.

(ii) The Common Areas shall always be and remain subject to changes and modifications, as may be deemed fit and necessary by the Developer (without affecting the rights of the Purchaser, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such changes in Common Areas .

(iii) The Purchaser shall only have user rights in the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Apartment and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the Project contrary to the provisions of the Act and/or the Rules and Regulations made thereunder.

(iv) The computation of the price of the Apartment also includes the cost of (including the Parking Space), as the case may be, if any, Purchased to the Purchaser by the Developer and as so mentioned in the **THIRD SCHEDULE** hereto. It is clarified that the cost of the Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and



firefighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

34.3. In respect of clause 7.1, 7.5, 7.6, 9.2 and 9.3 of this Agreement, it is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Purchaser shall be responsible/liable to approach the authorities concerned for refund of such GST.

34.4. In continuation to clause 7.5 and 9.3 above the Purchaser agrees that in the event the Purchaser is required by the Developer to execute and appear before the registrar for the registration of a Deed of Cancellation of this Agreement pursuant to the cancellation of this Agreement by the Purchaser or for other reasons then, and in such event, , the Purchaser hereby agrees to do so without any claim, charge and demand and only on registration of such Deed of Cancellation, the Developer shall refund to the Purchaser amounts as mentioned in Clause 7.5 and 9.3 above.

34.5 The Purchaser has clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and/or the Rules and Regulations made thereunder. The Purchaser hereby agree and confirm that the Purchaser will comply with this mandatory requirement and in case of failure and/or non-compliance of this mandatory requirement by the Purchaser, then, and in such event, this Agreement shall be liable to be cancelled and the consequences arising out there from as mentioned elsewhere in this Agreement will follow. The Purchaser agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation as mentioned in clause 34.4 above. The Purchaser further understands and agree that on such cancellation, the amounts already paid towards Stamp Duty and registration fee of this Agreement is nonadjustable or non-refundable under the Act and/or the Rules and Regulations made there under and the Purchaser will have no claim, whatsoever, against the Developer and/or the Developer in this regard.

34.6 In the event the Purchaser is unable to execute the said Deed of Cancellation as mentioned in clause 34.4 above then, and in such event, the Developer shall have the right to unilaterally execute and/or register the said Deed of Cancellation to the extent and in the manner permissible under the Act and/or the Rules and Regulations made thereunder and the Developer shall not object to the same.

34.7 Upon withdrawal or cancellation of allotment by the Purchaser under this Agreement, the Developer shall have the right to re-allot the Apartment to any third party thereafter and this Agreement for Sale in favour of the Purchaser will stand cancelled. All rights of the Purchaser under any allotment letter issued or this Agreement shall also stand terminated.

34.8. The following clause is to be read in continuation to with Clause 10 above;

Transfer/conveyance of Common Area Share And User Rights: At the time of Conveyance of the Apartment to the Purchaser, the Purchaser has been categorically made aware by the Developer that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Purchaser is on the Right to Use basis the same and is being transferred as per the Act and/or the Rules and Regulations made thereunder. In case at any time if the proportionate undivided share of the Purchaser in the Said Land and Common Areas is to be conveyed and transferred to the association of Purchasers in compliance of the provisions of the Act and/or the Rules and Regulations made thereunder and/or Rules or Regulations prescribed thereunder or any other law (s) from time to time by the Developer, then the Purchaser agrees to co-operate with the Developer without any demand or delay to have the proportionate undivided share in the Said Land and Common Areas ,transferred to the association of Purchaser by attending the execution and



registration of the deeds of transfer / sale made in favour of the association of Purchasers if so required and further agrees to bear the proportionate cost of such transfer, as may be assessed by the Developer or the association of Flat Owners or Registration Authority. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Developer or under the provisions of the Act and/or the Rules and Regulations made thereunder or any other laws applicable from time to time, then the Developer shall as the constituted attorney of the Purchaser be entitled to execute such deeds of transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

34.9. The flowing clause is to be read in continuation to Clause 11 above: -

The cost of maintenance (as mentioned in clause 11 above) from the date of the Purchaser taking over physical possession and/or from the deemed date of possession, (as mentioned in 7.2 above) whichever is earlier, is payable by the Purchaser for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the Carpet Area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Developer and/or the association of Purchasers, as the case may be.

34.10 The following are to be read in continuation to Clause 12 above:

The Developer shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Apartment, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any crack developed for



reasons other than as mentioned above the Developer shall get it rectified at its own cost.

- vi) If the materials and fittings and fixtures provided by the Developer are not being maintained by the Purchaser or the Purchaser's agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor *workmanship* or poor quality.

Not with standing anything hereinbefore contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of

the purported defect, then the Developer shall be relieved of its obligations contained in clause 15 herein-above.

35. COVENANTS & RIGHTS OF THE PURCHASER

The Purchaser, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Promoters as follows:

- a) that the Purchaser shall observe, perform and fulfill the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser herein, including but not limited to those mentioned in the **EIGHTH SCHEDULE** hereunder written;
- b) that the Purchaser has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- c) that the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the maintenance charges and expenses as determined and thereafter billed by the Developer or the association of Purchasers, as the case maybe, and shall further be subject to the performance by the Purchaser of the obligations of the Purchaser in respect of the terms and conditions specified by the Developer or the association of Purchasers, as the case maybe, from time to time;
- d) that the Purchaser shall bear and pay all the municipal taxes, land tax, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (collectively the "**Outgoings**") related to the Apartment on and from the Possession Date or the Deemed Date of Possession whichever is earlier. However, so long as the Apartment is not separately assessed for municipal taxes, land tax, rates, levies surcharges and other Outgoings, the Purchaser shall be liable to and will pay and/or reimburse the Purchaser proportionate Outgoings attributable to the Apartment to the Developer and/or the association of Purchasers, as the case may be. Further, on and from the Possession Date or Deemed Date of Possession, whichever is earlier, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Developer or the association of Purchasers, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;



- e) that the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months from the date of registration of the Deed of Conveyance and shall keep the Developers indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Developer due to non-fulfillment and/or non-observance of this obligation by the Purchaser;
- f) that on failure of the Purchaser to take possession as per clause 7.2 above, -the Purchaser shall be liable to pay guarding charges @ Rs. 0000/- (Rupees only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the deemed date of Possession till the date the Purchaser takes actual physical possession of the Apartment.;
- g) that the Purchaser shall not object to the association of Flat Owners granting to the Developer, (i.e. both Owners and the Developer) and also to the Purchaser/occupiers of other apartments/units of the Project and/or to their respective successors-in-interest/title, as the case may be, unfettered and perpetual easements over, under and above all Common Areas,
- h) that the Purchaser hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof save and except at the spaces specifically earmarked for such purpose by the Developer and/or the association of Purchaser, as the case may be;
- i) that the Purchaser hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;
- j) that the Purchaser hereby also accepts not install any collapsible gate/grill outside the main door / entrance of the Apartment and also not to install any grill/collapsible gate on the balcony or verandah and/or terrace;
- k) that the Purchaser hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and
- l) that the Purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Agreement shall (A) run perpetually; and (B) bind the Purchaser and his/its successors-in-title or interest and that the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- m) that the Purchaser agrees to pay a refundable deposit to the Developer being an amount of Rs. 00,000/- (Rupees only) at the time of taking over possession of the Apartment, The said deposit will be refunded to the Purchaser on completion of fit out work carried out by the Purchaser in the Apartment. The Purchaser further understands and agrees that the said amount deposited with the Developer may be adjusted against cost of damages, if any, caused to the Project and/or to the Common Areas and/or to the Building by the Purchaser caused by the fit out work carried out by the Purchaser.

36. NOMINATION BY PURCHASER WITH CONSENT:

The Purchaser admits and accepts that after the Lock in period and before the execution and registration of conveyance deed of the said Apartment, the Purchaser will be entitled to nominate, assign and/or transfer the Purchaser's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:



- (a) **Purchaser to Make Due Payments:-**The Purchaser shall make payment of all dues, including any interest for delay, to the Developer in terms of this Agreement, up to the time of nomination.
- (b) **Lock-in Period:-**The Purchaser cannot nominate in favour of any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.
- (c) **Prior Written Permission and Tripartite Agreement:** -In respect of any nomination, the Purchaser shall obtain prior permission of the Developer and the Purchaser and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Purchaser.
- (d) **Nomination Fees:** The Purchaser shall pay a sum calculated @ 2% of the Unit Price, or the nomination price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new joint Purchaser or change of a joint Purchaser shall be treated as a nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Purchaser. Any additional income tax liability that may become payable by the Developer due to nomination by the Purchaser in because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Purchaser paying to the Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Purchaser on or before nomination. The Purchaser admits and accepts that the Purchaser shall not be entitled to nominate or assign the Purchaser's rights under this Agreement save in the manner indicated above.

37. INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the association of Purchasers under the West Bengal Apartment Ownership Act, 1972, the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

- a) The 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 the user charges for the utilities being provided on "pay by use" basis, if any.
- b) The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Purchasers as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Purchaser proportionately for the Apartment.
- c) 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 of Mechanical Car Parking, valet (if any) 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.



- d) The rules/ bye laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Purchaser are bound to follow the same.
- e) After the Common Areas of the Project are handed over to the association of Purchasers and thereafter the association of Purchaser may adopt the rules and the bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the association of Purchasers.

38. FORMATION OF ASSOCIATION OF Flat Owners including Purchaser:

38.1 The Developer shall, in accordance with Act and/or the Rules and Regulations made thereunder and the West Bengal Apartment Ownership Act, 1972, call upon the respective apartment owners to form an association ("**ASSOCIATION**"), and it shall be incumbent upon the Purchaser to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser shall comply with and/or adhere to all the Act and/or the Rules and Regulations made thereunder and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

38.2. Each Apartment/Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment/Unit. Further, in the event an Apartment/Unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.

38.3 Upon formation of the Association, the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Act and/or the Rules and Regulations made thereunder (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Developer, and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall keep the Developer fully saved, harmless and indemnified in respect thereof.

38.4 The Purchaser agrees and undertakes to deposit a interest free security deposit (as specified in the Payment Plan) with the Developer, which deposit shall be treated as Sinking Fund/ Maintenance Deposit ("**Sinking Fund**"). The Purchaser further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Developer, without any interest, after adjusting/deducting there from all amounts then remaining due and payable by the Purchaser and the several Purchaser/occupiers of other apartments/units of the Project to the Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on



account of the Purchaser and the Purchaser/occupiers of other apartments/units of the Project, inter alia, as a sinking fund. The Purchaser undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser. Further, it is hereby agreed that the Purchaser shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Developer to the Association and the Purchaser and the Association shall jointly and severally keep the Developer indemnified for the same.

38.5 The Purchaser acknowledges and agrees to allow the Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Developer on account of making such adjustments and/or on account of the Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Purchaser hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

38.6 The Developer and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Purchaser of its obligation to pay the applicable maintenance charges in terms of this Agreement.

38.7 The Purchaser acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

38.8 The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Purchasers/occupiers of other apartments/units in the Project.

38.9 The Purchaser further agrees and undertakes to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoters or the Association, as the case may be, each within such timelines as may be prescribed by the Promoters or the Association, as the case may be.

38.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

38.11 It has been agreed by the parties that the Association (s) of all the Purchaser of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.



38.12 Till such time the Apartment Owners Association is formed and the maintenance of the building is handed over to the Association, the Developer shall look after the maintenance and for this purpose the Purchaser shall pay to the Developer 'Supervision Charges' calculated @ 10% on total maintenance charges per month for looking after the maintenance of the Project.

THE FIRST SCHEDULE AS ABOVE REFERRED TO :

Part- I

(Description of the entire Property)

ALL THAT the piece and parcel of land containing an area of 04 Cottahs 05 Chittacks 09 Sq.ft. be the same a little more or less being Premises No. 61, Hindusthan Park, Police Station-Gariahat, Post Office Sarat Bose Road, Ward No. 86 within the limits of Kolkata Municipal Corporation, Kolkata- 700 029, District South 24 Parganas, and butted and bounded in the following manner :-

ON THE NORTH : By Premises No. 60, Hindusthan Park, Kolkata
ON THE EAST : By Premises No. 62A, Hindusthan Park, Kolkata
ON THE SOUTH : By 40'-0" wide KMC Road known as Hindusthan Park, Kolkata
ON THE WEST : By 12'-0" wide common passage and by Premises no. 59/1A, Hindusthan Park, Kolkata

Part- II

(Devolution of Title acquired by the Owner/First Party)

A. One Sarojendra Krishna Deb was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of revenue free land containing an area of 4 Cottahs 5 Chittacks 9 Sq.ft. be the same a little more or less lying situate at Plot No.26 of Scheme No. III of Hindusthan Co-operative Insurance Society Limited and being demarcated portion of premises Nos. 46, 47, 47/1, Gariahat Road, Holding No. 297, Division VI, Sub-division "P", Dihipanchannagram, Police Station the then Tollygunge, District the then 24-Parganas (hereinafter referred to as the "**said land**").

B. By an Indenture of Conveyance dated the 4th day of December, 1922 made between the said Sarojendra Krishna Deb therein referred to as the Vendor of the One Part and one Promode Ranjan Sarkar therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 160, Pages 1 to 9, Being No. 5383 for the year 1922 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said land.

C. By an Indenture dated the 4th day of June, 1924 made between the said Promode Ranjan Sarkar therein referred to as the Vendor of the One Part and one Gopeswar Pal therein referred to as the Purchaser of the Other Part and registered at the office of the Sadar Sub-Registrar, Alipore in Book No.I, Volume No.67, Pages 44 to 52, Being No.2528 for the year 1924 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said land.

The said Gopeswar Pal thereafter constructed a two storied brick built



building on the said land at his own cost and expenses and the said land with construction was renumbered by the then Calcutta Municipal Corporation as 61, Hindusthan Park (formerly Gariahat Road), the then Calcutta- 700 029 (hereinafter referred to as the "said property").

E. The said Gopeswar Pal who during his lifetime was a Hindu governed by Dayabhaga School of Hindu Law died after making and publishing his last Will and Testament dated the 16th day of November, 1958 duly registered at the office of the Additional District Sub-Registrar, Sealdah in Book No.III, Volume No.4, Pages 92 to 97, Being No.81 for the year 1958 whereby and where under he appointed his son-in-law Anil Kumar Guin and his elder daughter Smt. Sovarani Guin as the executor and executrix to such last Will and Testament and gave devised and bequeathed All That the said property unto and in favour of his younger son namely Ajoy Kumar Pal alias Ajoy Pal and also gave a life interest to his wife Smt. Sanjibani Pal and his younger daughter Smt. Sandhyarani Mallik.

F. The said Anil Kumar Guin and Smt. Sovarani Guin jointly applied for and obtained Probate of the said last Will and Testament of Gopeswar Pal dated the 16th day of November, 1958 before the Learned Court of District Delegate, Alipore under Act 39 being Case No.16 of 1963 on 1st day of June, 1963 and thus the said Ajoy Kumar Pal alias Ajoy Pal became the owner of All That the said property.

F. The said Ajoy Pal, the Owner herein, duly recorded his name in the Assessment records of the Kolkata Municipal Corporation in respect of the said property being Assessee No.110861501097, Ward No.86 within the limits of Kolkata Municipal Corporation.

G. The said Smt. Sanjibani Pal died on 05.02.1988 and Smt. Sandhyarani Mallik died on 24.01.2014 and upon their death the said Owner herein is free to deal with the said property as stated under the said last Will and Testament of Gopeswar Pal dated the 16th day of November, 1958.

H. Thus the Owner is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said property containing an area of 4 Cottahs 5 Chittacks 9 Sq.ft. be the same a little more or less being Premises No. 61, Hindusthan Park, Police Station-Gariahat, Post Office- Sarat Bose Road, Ward No. 86 within the limits of Kolkata Municipal Corporation, Kolkata- 700 029.

THE SECOND SCHEDULE AS ABOVE REFERRED TO

Part - I

(Apartment)

ALL THAT Flat/ Apartment No. _____, on the _____ floor on the building being constructed on the land as a part of the project having a carpet area of about _____ Sq. Ft more or less, with the respective areas of the verandah/balcony, open terrace (if any) and store (if any) being respectively _____ Sq.ft more or less, _____ sq.ft more or less and _____ sq.ft more or less, thus aggregating to a built up area of _____ sq.ft more less.

For the purpose of payment of the proportionate common expenses and maintenance charges by the Purchaser, the chargeable area shall be the sum total of the Built Up Area and Proportionate Common Areas which comes to _____ sq.ft more or less (super built up area).



Part-II

(Car Parking Space)

All that the _____ (____) number(s) of covered space(s) at the building on the land, as earmarked, identified, and designated by the Promoter for the parking of private medium sized car(s) owned by the Purchaser within such space.

Part-III

(Plan)

Part-IV

(Said Application)

Purchaser/Allottee has applied for the said unit being Apartment no. _____, vide Application No. _____ dated _____.

Part - V

(Said Allotment)

Provisional Allotment Letter dated _____ issued in favour of the Purchaser/Purchasers.

THE THIRD SCHEDULE AS ABOVE REFERRED TO

(MODE OF PAYMENT)

The total consideration of the said Flat/ Apartment has been settled a sum of Rs. _____/- (Rupees _____), which means Unit price, other charges and GST for the Flat/ Apartment to be paid by the Purchaser to the Developer in the manner as follows:

Particulars	Particulars	Amount (Rs.)
On Booking	10% of Unit Price + GST	
On Agreement For Sale	10% of Unit Price + GST	
On Completion of Piling	10% of Unit Price + GST	
On Completion of Ground Floor	10% of Unit Price + GST	
On Completion of 1 st Floor Casting	5% of Unit Price + GST	



On Completion of 2 nd Floor Casting	10% of Unit Price + GST	
On Completion of 3 rd Floor Casting	5% of Unit Price + GST	
On Completion of 4 th Floor Casting	10% of Unit Price + GST	
On Completion of 5 th Floor Casting	5% of Unit Price + GST	
On Completion of Brickwork of the Flat	10% of Unit Price + GST	
On Completion of Flooring of the Flat	10% of Unit Price + GST	
On Possession of the Unit	5% of Unit Price + GST	

- Apart from Total Price the Interest Free Sinking Fund/Maintenance Deposit as mentioned hereinbefore shall be paid at time of possession

THE FOURTH SCHEDULE AS ABOVE REFERRED TO

(Common Areas and Installations)

1. The foundation, columns, beams, supports, entrance and exit.
2. Boundary walls of the premises including outside of the walls of the building and main gates.
3. Entrance lobbies, Driveways, lobbies.
4. Water sewerage and drains, sewerage, drainage connection pipes from the flat to drains and sewers common to the premises.
5. Lift, Lift areas & lift landings.
6. Water pumps and motor with installation and space thereof.
7. Overhead water tanks and underground water reservoirs, water pipe and other common plumbing installations and space thereof.
8. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those which are installed for any particular Unit) and spaces required thereof.
9. Staircase and staircase landing from ground floor to Roof.
10. Roof of the Building, open spaces and all passages.
11. Windows/Doors/Grills and other fittings of the common areas of the said Premises.
12. Security Room
13. Toilets and Bathrooms on the Ground Floor of the said Premises for use of the Durwans, Drivers, Maintenance Staff, Security Staff and other Staffs of the said Premises



14. DG Generator sets and Control Panels for optimum Power Backup for Common area as well as Flats.
15. Surveillance facility with CCTV on Ground Floor common areas

THE FIFTH SCHEDULE AS ABOVE REFERRED TO :

(Common Expenses)

1. **MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing (including Paining) etc., of the main structure and in particular gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Project and enjoyed or used by the Purchaser in common with each other, main entrance and exit gates, landings and staircases of the said Project and enjoyed by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds, shared Infrastructure etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircase and other parts of the said Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses (including AMCs) for running and operating all machines equipment and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipment and accessories, CCTV, Security Systems, Façade Lighting, BMU, Bus Riser, Deep Tube Well, STP, WTP, Reverse Osmosis Plant, Aviation Light, Back up/Emergency Lighting (UPS and Inverter), BMS Lighting, Accessories, BMU, Access Control Devices, RFID & Biometric Machines and Shared Infrastructure together with other Equipment and accessories in or for the Club Meraki or the air-conditioned hall etc., If and as applicable) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the common including salaries/ contractual payments for cleaning staff, F & B staff, operators for the WTP, STP, facade maintenance, Fireman and staff for the club and for common purposes (viz. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their annual perks.
4. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, (if levied) in respect of the common arcs of the said Project (save those assessed separately in respect of any independent unit).
5. **INSURANCE** : Insurance premium, if incurred for insurance of the said Project, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS** : All other expenses and/or outgoings as are incurred by the Maintenance In-charge for the common purposes.



THE FIFTH SCHEDULE AS ABOVE REFERRED TO:

(Easements)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoter and/or the other occupiers of the said Project and the Maintenance In- Charge the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set-forth in the **Sixth Schedule** hereto and also elsewhere herein contained.
2. The right of access and way in common with the Promoter and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the use and enjoyment of the common areas and installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said **Unit Provided Always** and it is hereby declared that nothing herein contained shall permit the PURCHASER or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter and/or other occupiers of the said Project and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the said Project so far as they now protects the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the said Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Project for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Project and the Common Areas and Installations insofar as such rebuilding, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Promoter and/or Maintenance- In-Charge and/or the occupier affected thereby.

THE SEVENTH SCHEDULE AS ABOVE REFERRED TO :

(Easements excepted out of the sale and reserved for the Promoter and persons deriving Title through or Under the Promoter)

The under mentioned rights easements quasi easements and privileges appertaining to the Project shall be accepted and reserved for the Promoter and/or the Maintenance In-charge and/or the other occupiers of the Project:

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Project at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.



2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the said Unit, Shared Infrastructure and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project subject to the other provisions elsewhere herein contained.
3. The right of protection of other part or parts of the Project by all parts of the said Unit so far as they now protects the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Promoter, the Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the PURCHASER a prior forty- eight hours written notice of its or their intention for such entry as aforesaid.

THE EIGHTH SCHEDULE AS ABOVE REFERRED TO :

(Terms, conditions, covenants, stipulations, restrictions to be observed by the Purchaser of the Flat/Apartment)

As a matter of necessity, the ownership and enjoyment of the Units by Purchaser shall be consistent with the rights and interest of all the other Flats Owners and in using and enjoying their respective units and the Common Areas and Installations, each of the Flat Owners shall be bound and obliged to follow the House Rules mentioned the Sale Agreement and the following:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project and the common purposes;
- (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
- (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In- charge thereabout unless the circumstance warrant otherwise;
- (d) to use their respective Units (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained it being expressly agreed that such restriction on the Purchaser shall also be equally applicable to the Promoter.



- (e) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Flat owners.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landings etc., in the said Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Project.
- (h) not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment save decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Flat Owner shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.
- (j) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Project or may cause any increase in the premium payable in respect thereof.
- (k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Flat/Apartment or the said Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Apartment nor allow or permit any other person to do so.
- (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said Project. (n) To keep their respective units and party walls, sewers, drains pipes (including Balcony drainage), cables, wires, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said Project. In particular and without prejudice to the generality to the foregoing, the Allottee shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking spaces allotted and/or granted to them independent of the flats / apartments sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other Owner of flat / apartment in the Building and none else.
- (p) In the event any Purchaser has been allotted any car parking space within the Premises, then such Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:

The Purchaser shall use such Parking Space only for the purpose of parking of a motor car within the allotted demarcated space and for no other purpose whatsoever;



- ii. The Purchaser shall not be entitled to sell transfer or assign such parking space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his/her/its apartment, to any person with the only exception being that he/she/it shall be entitled to let out transfer or part with possession of the same independent of apartment to any other Flat owner of apartment in the Project and none else; iii. The Purchaser shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
- iv. The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Project or any other portion of the said Project save at the allotted Parking Space;
- v. The Purchaser shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
- vi. The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- vii. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the PURCHASER shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes.
- viii. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building, the Common Areas and Installations etc. and the same shall be shared by and between the Purchaser and the other Flat Owners proportionately. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Purchaser.
- ix. In the event of any of the Flat Owners failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Flat Owner, such defaulting Flat Owner shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per men sem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving 21 days prior written notice to the Flat Owner to remedy the default:
 - (i) disconnect the supply of electricity to the unit of the defaulting Allottee;



- (ii) withhold and stop all other utilities and facilities (including generator etc.) to the defaulting Flat Owner and his/her/its/ their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/ their unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Flat Owner by the tenants or licensees or other occupant in respect of the unit of the defaulting PURCHASER.
- (iv) to display the name of the PURCHASER as a defaulter on the notice board of the Project.

4.1. It is also agreed and clarified that in case any Flat Owner (not necessarily being the Purchaser herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection/ discontinuity of services etc. (including disconnection of electricity, etc.), then the Purchaser shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

THE NINTH SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS

- 1. **Structure:** R.C.C. framed structure.
- 2. **Flooring:**
 - a. **Common area:**
 - Lift facia/Corridors/Stairs : Granite flooring / Black Stone
 - b. **Apartment:**
 - o Foyer : Good Quality Italian Marbles
 - o Living & Dining : Good Quality Italian Marbles
 - o Master Bedroom : Good Quality Italian Marbles
 - o Other Bedrooms : Good Quality Italian Marbles
 - o Balcony & Utility : Vitrified tiles flooring
 - o Kitchen : Vitrified tiles
 - c. **Toilets:**
 - o Antiskid Ceramic tiles flooring.
 - o Glazed / Ceramic tile dado up to 7 feet Height.
- 3. **Toilets:**
 - o Hot and cold Single lever basin mixer for all the toilets.
 - o Single lever with CP shower units in bath area for all the toilets.



- Health Faucet For all the Toilets.
- Granite counter top washbasin in all Bathroom.
All of reputed make.

4. Doors:

- Main door-wooden Panel shutter with polish.
- All other doors made of flush shutters.

5. Windows:

- UPVC windows.
- Ventilators for toilets.

6. Painting :

- Exterior finish with Textured Finish.
- Internal walls and Ceilings with putty

7. Electrical:

- TV point in the living room & all bedrooms.
- Fire resistant electrical wires of Reputed brand.
- Electrical Modular switches of Reputed make.
- Telephone point in living area.
- Air condition point in all bedroom & living room.

8. Intercom facility from each apartment to the security room.

9. Lift:

- Automatic passenger lifts of reputed make going upto the terrace.

10. Back- up Generator:

- Full power back up for each apartment (At extra cost).

11. Security Systems:

- CCTV Surveillance



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

SIGNED SEALED AND DELIVERED by the said
OWNER of the **FIRST PART** at Kolkata in the
Presence of:

SIGNED SEALED AND DELIVERED by the said
PROMOTER of the **SECOND PART** at Kolkata in the
Presence of: -



SIGNED SEALED AND DELIVERED by the said
PURCHASER of the **THIRD PART** at Kolkata in the
Presence of: -

MEMO OF RECEIPT

RECEIVED a sum of Rs. _____ /- only as earnest money and/or part payment out of total consideration of Rs. _____ /- in respect of the said Flat and Car Parking Space as mentioned in the **SECOND SCHEDULE** from the within named **PURCHASER** in the following manners :-

WITNESSES

1.

2.



Signature of the **PROMOTER**