

**AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of April, 2024,

**By and Between**

**NIKKI CONSTRUCTION**, having its Office at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, Kolkata - 700023, District South 24 parganas, represented by its Sole Proprietor **RANJIT SINGH (PAN no- ALSPS1952N, Aadhaar no – 877043432075, Mobile no-9051097857)**, son of Late Chottu Singh, By Faith – Hindu, By Occupation – Business, By Nationality – Indian, residing at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, District South 24 Parganas, hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**AND**

**DIBANISHA GHOSH (Aadhaar No – 4556 6528 6692, PAN No- \_\_\_\_\_, Mobile No – 7059643430)**, Daughter of Sri Biswanath Ghosh By Faith – Hindu, By Occupation – Service, By Nationality – Indian, residing at 06C, Mohan Chand Road, P.O.- Khidderpore, P.S.- Watgunge, Kolkata – 700023, District South 24 Parganas, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

**AND**

**SMT. SNIGDHA SAHA**(Pan – AMAPS113Q, Aadhaar No. 4408 1796 9929, Mobile No. 9433506540), wife of Banshi Badan Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, residing at 4A, Paddapukur Square, Police Station Watgunge, Post Office Khidderpore, Kolkata- 700023, District : South 24- Parganas, & **(2) SMT. ARPITA SAHA**(Pan No. – APLPS9807B, Aadhaar No. 9483 2512 7542, Mobile No.

9163729877), wife of Bhaskar Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, residing at P-245/1, Raja Rajendralal Mitra Road, Police Station & Post Office – Belegkata, Kolkata- 700010, represented by their Power of Attorney holder namely **NIKKI CONSTRUCTION**, having its Office at 3C, Gangadhar Banerjee Lane, Police Station - Watgunge, Post Office – Khidderpore, Kolkata – 700023, Kolkata - 700023, District South 24 Parganas, represented by its Sole Proprietor **RANJIT SINGH** (PAN no-ALSPS1952N, Aadhaar no – 877043432075, Mobile no-9051097857), son of Late Chottu Singh, By Faith – Hindu, By Occupation – Business, By Nationality – Indian, residing at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, District South 24 Parganas, by executing a Registered Development Power of attorney dated 17.12.2020, which was registered at the Office of the District Sub Registrar - I, Alipore, South 24- Parganas and it was recorded in Book No. I, Volume No. - 1601-2020, Page from 83639 to 83668, Being No. 160101765 for the year, 2020, hereinafter referred to as the “**OWNERS/VENDORS**” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include their successor-in-interest, executors, administrators and permitted assignees).

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

**WHEREAS** one Mahim Chandra Dey Sarkar, since deceased purchased the **ALL THAT** piece and parcel of Bastu land measuring about 11 (Eleven) Cottah 9 (Nine) Chittack more or less along with partly two storied residential Building standing thereon and on the ground floor measuring about 6656 sq. feet constructed area and on the first floor measuring about 5720 sq. feet constructed area at premises no. 10/2, Michael Dutta Street now known as Michael Madhusudan Dutta Sarani, P.S. Watgunge, P.O. Khidderpore, Kolkata- 700023, District : South 24- Parganas, within the limits of Ward No. 76 under Borough – IX being Assessee No. 1107613000118 of K.M.C., which is morefully described in the schedule “First” below and it was registered at the office of

the Joint Registrar at Alipore in Book No. I, volume No. 33, Pages 56 to 60, Being No. 2823 for the year, 1928 and since then he was enjoying and possessing the said land and building duly recording and mutating his name in the records of Calcutta Municipal Corporation paying the Corporation taxes etc. regularly;

**AND WHEREAS** the said Sri Mahim Chandra Dey Sarkar died on or about 22.04.1974;

**AND WHEREAS** the said Mahim Chandra Dey Sarkar, during his life time executed a Deed of settlement on 30.07.1956 in favour of all his four sons Sri Kali Sadhan Dey Sarkar, Kali Kumar Dey Sarkar, Kali Sankar Dey Sarkar, Sri Kali Mohon Dey Sarkar, registered at the Office of the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 201 to 203, Being No. 5882 for the year, 1956;

**AND WHEREAS** after death of said Mahim Chandra Dey Sarkar is aforesaid four sons are become the Owners in respect of the schedule "First" property as per terms of the aforesaid deed of settlement;

**ANDWHEREAS** for the necessity of money the aforesaid four sons of Late Mahim Chandra Dey Sarkar namely - Sri Kali Sadhan Dey Sarkar, Kali Kumar Dey Sarkar, Kali Sankar Dey Sarkar, Sri Kali Mohon Dey Sarkar decided to sell the schedule "First" mentioned property at a marketable consideration price;

**ANDWHEREAS** after knowing the intention of the said Sri Kali Sadhan Dey Sarkar, Kali Kumar Dey Sarkar, Kali Sankar Dey Sarkar, Sri Kali Mohon Dey Sarkar , vendors therein, the Owners s in this deed along with the other two Owners namely – 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan

Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Kolkata - 700023, are willing to purchase the Schedule "A" Property and thereafter by executing 08 (eight) several deeds the Owners herein are purchased the schedule "First" property at the marketable consideration price, the said 8(eight) deeds of conveyance which are detailed below in the following manner : -

- 1) Deed of Conveyance dated 14<sup>th</sup> day of June, 1999 executed by and between Sri Kali Mohan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta - 700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar , South 24- Parganas at Alipore Book No. 1, volume No. 28, Pages 1 to 15 , Being No. 1134 for the year 1999.
- 2) Deed of Conveyance dated 16<sup>th</sup> day of June, 1999 executed by and between Sri Kali Mohan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta- 700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District Sub – Registrar, South 24- Parganas at Alipore Book No. 1, volume No. 28, Pages 397 to 411 , Being No. 1175 for the year 1999.

- 3) Deed of Conveyance dated 14<sup>th</sup> day of June, 1999 executed by and between Sri Kali Kumar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta- 700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar , South 24- Parganas at Alipore Book No. 1, Volume No. 24, Pages 214 to 227 , Being No. 989 for the year 1999.
- 4) Deed of Conveyance dated 16<sup>th</sup> day of June, 1999 executed by and between Sri Kali Kumar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square , P.S. Watgunge, Calcutta- 700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar , South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 287 to \_\_\_\_\_ , Being No. 1163 for the year 1999.
- 5) Deed of Conveyance dated 14<sup>th</sup> day of June, 1999 executed by and between Sri Kali Sadhan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square , P.S. Watgunge, Calcutta- 700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District : Sub – Registrar, South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 16 to 30 , Being No. 1135 for the year 1999.

- 6) Deed of Conveyance dated 16<sup>th</sup> day of June, 1999 executed by and between Sri Kali Sadhan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta- 700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District : Sub – Registrar, South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 412 to 426 , Being No. 1176 for the year 1999.
- 7) Deed of Conveyance dated 14<sup>th</sup> day of June, 1999 executed by and between Sri Kali Sankar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District Sub – Registrar, South 24- Parganas at Alipore Book No. 1, Volume No. 24, Pages 199 to 213 , Being No. 988 for the year 1999.
- 8) Deed of Conveyance dated 16<sup>th</sup> day of June, 1999 executed by and between Sri Kali Sankar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar , South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 302 to 316 , Being No. 1164 for the year 1999.

**AND WHEREAS** after execution the aforesaid deeds of conveyance the present Owners herein along with the aforesaid other two Owners (now deceased) are the joint Owners in respect of the schedule “First” property;

**AND WHEREAS** after purchase the aforesaid property the Owners are mutated their names in the record of the Kolkata Municipal Corporation as Owners of the schedule “First” property and paying taxes regularly;

**AND WHEREAS** one Dhanapati Saha, one of the Co-Owners of the Schedule “A” property died on 24.05.2006 leaving behind his legal heirs and successors namely – Smt. Snigdha Saha (Daughter/Owner No.1 herein) and Smt. Ashoka Saha (Wife) and they are inherited Sri Dhanapati Saha’s 1/4th undivided share as per provisions of Hindu Succession Act, 1956 in respect of the schedule “First” property;

**AND WHEREAS** the said Ashoka Saha, one of the Co-Owners of the Schedule “A” property died on 22.06.2014 leaving behind her only legal heir and successor namely – Smt. Snigdha Saha and she inherited Late Ashoka Saha’s undivided share as per provisions of Hindu Succession Act, 1956, in respect of the schedule “First” property;

**AND WHEREAS** after death of said Dhanapati Saha and Ashoka Saha, Smt. Snigdha Saha (Owner no 1 herein) has 3/4<sup>th</sup> undivided share and Smt. Arpita Saha (Owner No. 2 herein), have 1/4<sup>th</sup> undivided share of the schedule “First” property;

**AND WHEREAS** now the said Snigdha Saha and Arpita Saha became the joint owners in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less

and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 76 under Borough No.-IX being Assessee No. 1107613000118 of Kolkata Municipal Corporation, and free from all encumbrances together with all easement rights, title and interest and rights of common facilities, common amenities and to bring all connection in the common passage;

**AND WHEREAS** the said Snigdha Saha and Arpita Saha became the joint owners had decided to develop the said premises in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 76 under Borough No.-IX being Assessee No. 1107613000118 of Kolkata Municipal Corporation, which is morefully described in the schedule "First" below;

**AND WHEREAS** the present Owners / Vendors have decided to develop the said schedule "First" property and for which the Owners/ Vendors herein were searching a Developer having sufficient knowledge and fund for the same and the Developer coming to the knowledge of such intention of the Owners/ Vendors herein, the Developer has agreed to develop the said property by way of constructing the multi storied building after sanctioned building plan by the Kolkata Municipal Corporation;

**AND WHEREAS** the Owners / First Parties assured the Developer that the said Premises is free from all encumbrances, charges, liens, lispens, attachments, trusts in any manner, save and except that Owners/ Vendors herein have exclusive possession of the said Property;



**AND WHEREAS** the Owners thereby expressed / approached their intention on appointing and engaging suitable Developer for development of their aforesaid property and thus the said Owners willfully proposed and requested to the said Developer for taking over the said plot / land with old building / structure exclusively for development and thereby built, construction of a newly multi-storied / project inter alia on the above mentioned said plot / land of the said Owners and after mutual discussion in between the Owners and the Developer made several searches and/or investigation regarding the right, title and interest of the said Owners and fully satisfied regarding the right, title and interest of the aforesaid plot of land as herein before recited and made itself satisfied towards title of the said property inter alia thereby has accepted the said offer of the land Owners and has agreed to develop the property of the said Owners and to construct the proposed multi-storied building/s upon the said landed property of the owners in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 76 under Borough No.-IX being Assessee No. 1107613000118 of Kolkata Municipal Corporation, along with all common and easement rights;

**AND WHEREAS** that now the Owners herein have decided to develop their aforesaid plot of land **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata - 700023, District : South 24- Parganas, within the limit of Ward No. 076 under Borough No.-IX being Assessee No. 1107613000118 of Kolkata Municipal Corporation,

along with all common and easement rights, and thus made negotiations and discussions the Owners and the Developer jointly have formulated a scheme to carry out the Development work of the plot of land as aforesaid mentioned in the manner appearing;

**AND WHEREAS** the Owners/ Vendors along with the Developer have entered into a registered Development Agreement dated 14.12.2020 which was registered on 17.12.2020 at the Office of the District Sub Registrar - I, Alipore, South 24 - Parganas and it was recorded in Book No. I, Volume No. 1601-2020, Page from 83502 to 83553, Being No. 160101761 for the year, 2020 to carry out the Development work properly as per terms of the aforesaid Development Agreement,

**AND WHEREAS** the Owners have also executed a Registered Development Power of attorney on 17.12.2020 in favour of the Developer for smooth running of the construction work over the First Schedule property and the said Development Power of attorney was registered at the Office of the District Sub Registrar - I, Alipore, South 24- Parganas and it was recorded in Book No. I, Volume No. 1601-2020, Page from 83639 to 83668, Being No. 160101765 for the year, 2020;

**AND WHEREAS** after entering into the said Development Agreement and power of attorney the Developer herein had applied and obtained a building sanction plan for developing the aforesaid property i.e. **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 076 under Borough No.-IX being Assessee No. 1107613000118, which is morefully described in the schedule "First" below from the building department of the Kolkata Municipal Corporation Vide Building Permit No. ----- dated \_\_\_\_\_;

**AND WHEREAS** the Owners herein have mutually agreed and approached the Developer to specify their allocation as per terms and conditions of the earlier contract in the form of Development Agreement executed on 14.12.2020 and registered on 17.12.2020 duly represented by the Owners;

**AND WHEREAS** it has been, inter-alia, agreed that the Developer shall be exclusively entitled and agreed to develop the said property by constructing multi storied building as per plan vide Building permit no \_\_\_\_\_, dated \_\_\_\_\_ sanctioned by the Kolkata Municipal Corporation as per prevailing conditions of the earlier contract in the form of development agreement registered on 17.12.2020 and accordingly the Owners herein accepted the proposal of the Developer by signing a Supplementary Development Agreement dated \_\_\_\_\_ for to specify the Owners and the Developer's allocation after sanctioned the building plan by the Kolkata Municipal Corporation and it was registered at the office of the D.S.R.-I, Alipore, South 24 Parganas, West Bengal, recorded in Book No. I, Volume No. \_\_\_\_\_, Page from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year, 2024 to carry out the Development work properly as per terms of the aforesaid Development Agreement and the Owners have also executed a Development Power of attorney on \_\_\_\_\_ in favour of the Developer for smooth running of the construction work over the First Schedule property and the said Development Power of attorney was registered on \_\_\_\_\_ at the Office of the D.S.R.-I, Alipore, South 24 – Parganas, West Bengal and it was recorded in Book No. I, Volume No. 1601-2024, Page from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year 2024, as a continuation of the previous development agreement dated 14.12.2020 and power of attorney dated 17.12.2020 subject to the terms and conditions explicitly describe therein;

**AND WHEREAS** the Developer herein as per terms of the aforesaid Development Agreement dated \_\_\_\_\_ offered to sell his allocated portion of one flat i.e. **ALL THAT** piece and parcel of one self contained residential flat on the 5th floor, being Flat No. '5C', measuring about 1310 (One Thousand Three Hundred and Ten) Square feet super built up area, which consisting of 02(Two) Bed rooms, 01(One) Kitchen, 01(One) leaving cum dining room, 02(Two) toilets, 02(Two) balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together

with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas, morefully described in the Schedule “Second” below at a total consideration price of Rs. 89,53,000/- (Rupees Eighty Nine Lakhs Fifty Three Thousand) only [for flat i.e. 1310 square feet area \* Rs.6300/- per Square feet = Rs.82,53,000/- (Rupees Eighty Two Lakhs Fifty Three Thousand) only + one car parking space a sum of Rs. 7,00,000/- (Rupees Seven Lakhs) only] is the best marketable value;

**AND WHEREAS** the Second Party/Purchaser hereby agreed to purchase **ALL THAT** piece and parcel of one self contained residential flat on the 5th floor, being Flat No. ‘5C’, measuring about 1310 (One Thousand Three Hundred and Ten) Square feet super built up area, which consisting of 02(Two) Bed rooms, 01(One) Kitchen, 01(One) leaving cum dining room, 02(Two) toilets, 02(Two) balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas, morefully described in the Schedule “Second” below at a total consideration price of Rs. 89,53,000/- (Rupees Eighty Nine Lakhs Fifty Three Thousand) only [for flat i.e. 1310 square feet area \* Rs.6300/- per Square feet = Rs.82,53,000/- (Rupees Eighty Two Lakhs Fifty Three Thousand) only + one car parking space a sum of Rs. 7,00,000/- (Rupees Seven Lakhs) only] is the best marketable value.

- A. The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising G+5 storied multistoried apartment buildings and the said project shall be known as' ("Project");

[OR]

The Said Land is earmarked for the purpose of plot development to a[*commercial/residential/any other purpose*] project, comprising one plots and

[*insert any other components of the Projects*] and the said project shall be known as '\_\_\_\_\_'"Project"):

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

- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- C. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no. \_\_\_\_\_;
- D. The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_, on \_\_\_\_\_ under registration
- F. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted **ALL THAT** piece and parcel of one self contained residential flat on the 5th floor, being Flat No. '5C', measuring about 1310 (One Thousand Three Hundred and Ten) Square feet super built up area, which consisting of 02(Two) Bed rooms, 01(One) Kitchen, 01(One) leaving cum dining room, 02(Two) toilets, 02(Two) balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas, as permissible under the applicable law and of prorate share in the common areas ("CommonAreas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

- G. The Parties hereby confirm that they arising this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enterin to this Agreement on the terms and conditions appearing hereinafter;
- I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the **ALL THAT** piece and parcel of one self contained residential flat on the 5th floor, being Flat No. '5C', measuring about 1310 (One Thousand Three Hundred and Ten) Square feet super built up area, which consisting of 02(Two) Bed rooms, 01(One) Kitchen, 01(One) leaving cum dining room, 02(Two) toilets, 02(Two) balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas;

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

1. **TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase **ALL THAT** piece and parcel of one self contained residential flat on the 5th floor, being Flat No. '5C', measuring about 1310 (One Thousand Three Hundred and Ten) Square feet super built up area, which consisting of 02(Two) Bed rooms, 01(One) Kitchen, 01(One) leaving cum dining room, 02(Two) toilets, 02(Two) balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District

South 24 Parganas.

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. 89,53,000/- (Rupees Eighty Nine Lakhs Fifty Three Thousand) only [for flat i.e. 1310 square feet area \* Rs.6300/- per Square feet = Rs.82,53,000/- (Rupees Eighty Two Lakhs Fifty Three Thousand) only + one car parking space a sum of Rs. 7,00,000/- (Rupees Seven Lakhs) only.

Block/Building/Tower no. _____ _____ Apartment no. <u>5C</u> Type <u>residential</u> Floor <u>tiles</u>	Rate of Apartment per square feet = for flat i.e. 1310 square feet area * Rs.6300/- per Square feet = Rs.82,53,000/- (Rupees Eighty Two Lakhs Fifty Three Thousand) only.

\*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND][if/as applicable]

Garage/Closed parking-1	Price for 1
Garage/Closed parking-2	Price for 2

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:



- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notificationstogetherwithdatesfromwhichtaxes/leviesetc.havebeenimposedorbecomeeffective;
- (iv) The Total Price of [Apartment/Plot]includes: 1) prorata share in the Common Areas;

And 2)\_Garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in

Schedule C ("PaymentPlan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_%per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas and i.e., are as and facilities falling outside the Project, namely \_\_\_\_\_ 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.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent,

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

The Allottee has paid a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

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

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management

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

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

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

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

## 5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handingover the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and Provisions prescribed by the [Please insert the relevant laws in\_\_\_\_\_ force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. **POSSESSION OF THE APARTMENT/PLOT**

**Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on, Unless the reisdelay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure").If, however, the

completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such ForceMajeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ day so receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

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

**Compensation–**

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for



every month of delay, till the handing over of the possession of the [Apartment/Plot].

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carryout development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development to the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the[Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner

whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

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

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Actor the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is

entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestone and only thereafter the Allottee be required to make the next payment without any penal interest;

or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handingover of the possession of the [Apartment/Plot].

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

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

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

The Promoter, on receipt of complete amount of the Price of the

[Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

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

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the Allottee from the date of handing over possession,

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

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

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

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

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

**15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the\_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited

to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any law or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she 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 Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association

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

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

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

**18. ADDITIONAL CONSTRUCTIONS**

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

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

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

**20. APARTMENT OWNERSHIP ACT**

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

**21. BINDING EFFECT**

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

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto



that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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

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

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

**26. SEVERABILITY**

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

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

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

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at 3c, Gangadhar Banejee Lane, P.S. – Watgunge, Kolkata - 700023.

## **30. NOTICES**

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

- 1. DIBANISHA GHOSH (Aadhaar No – 4556 6528 6692, PAN No- \_\_\_\_\_, Mobile No – 7059643430),** Daughter of Sri Biswanath Ghosh By Faith – Hindu, By Occupation – Service, By Nationality – Indian, residing at 06C, Mohan Chand

Road, P.O.- Khidderpore, P.S.- Watgunge, Kolkata – 700023, District South 24 Parganas

2. **NIKKI CONSTRUCTION**, having its Office at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, Kolkata - 700023, District South 24 parganas, represented by its Sole Proprietor **RANJIT SINGH (PAN no- ALSPS1952N, Aadhaar no – 877043432075, Mobile no-9051097857)**, son of Late Chottu Singh, By Faith – Hindu, By Occupation – Business, By Nationality – Indian, residing at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, District South 24 Parganas.

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

### 31. JOINTALLOTTEES

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

### 32. GOVERNING LAW

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

### 33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and there 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.

*[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made].*

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreementforsaleat\_\_(city/townname) in the presenceofattestingwitness,signingassuchonthedayfirstabovewritten.

**SIGNEDANDDELIVEREDBYTHEWITHINNAMED**

Allottee:(includingjointbuyers)

(1)\_\_\_\_\_

(2)\_\_\_\_\_

At\_\_\_\_\_on\_\_\_\_\_inthepresenceof:

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Please affixphotog raph and signacrosst hephotogra

**SIGNEDANDDELIVEREDBYTHEWITHINNAMED**

Promoter:

(1) \_\_\_\_\_ (AuthorizedSignatory)

WITNESSES:

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1. Signature\_\_\_\_\_Name -Address\_\_\_\_\_
2. Signature\_\_\_\_\_Name-Address\_\_\_\_\_

**SCHEDULE'A'**-PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE / CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOURDIRECTIONS

**SCHEDULE'B'**-FLOORPLANOFTHEAPARTMENT

**SCHEDULE'C'**-PAYMENTPLANBYTHEALLOTTEE

