

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this day of, 2021 (Two Thousand TwentyOne)**BETWEEN 1. SRI ASHOK JHUNJHUNWALA (Income Tax PAN: ACTPJ9176D)(ADHAR NO. 9431 1086 6546)** son of Late Ram Niwas Jhunjhunwala by Faith Hindu by occupation Business and residing at 18. Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata – 700006 **AND 2.SRI ADITYA JHUNJHUNWALA (Income Tax PAN: AEVPJ6366F)(ADHAR NO. 5927 9896 1541)** son of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Business and residing at 18. Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata – 700 006 **and 3.SMT. MANJU JHUNJHUNWALA (Income Tax PAN: ACXPJ3285H) (ADHAR NO . 2255 1553 1066)** wife of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Housewife and residing at 18. Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata – 700 006 **and 4. SRI AMIT JHUNJHUNWALA (Income Tax PAN: AFRPJ5772Q)(ADHAR NO . 7921 1877 1444)** son of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Business and residing at 18. Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata – 700 006, hereinafter collectively called and referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective legal heirs, executor or executors, legal representative or legal representatives, administrators and /or assigns) of the **FIRST PART**,

AND

M/S DAMANI BUILDERS PRIVATE LIMITED, (Income tax PAN no: AAACD9198F..) a company registered under the companies Act,1956 and having its registered office at 138. Canning Street, Room no: 219, P.O. khangrapatty, P.S. Hare Street, Kolkata - 700001 (Herein represented by **SRI Ashiwini Kumar Damani (Income Tax PAN no:..AVUPD0426C..)** (Adhar NO.2934 6088 9208) son of Sri Shrawan Kumar Damani by faith Hindu, by occupation – Business and residing at 10.Lord Sinha Road, Flat no: 15B, 15th Floor, P.S. & P.O. Shakespear Sarani, Kolkata – 700071 authorised by a Resolution passed at the meeting of Board of Directors on 6th December,2019) hereinafter referred to and called as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successor/successors-in-office for the time being in force Legal representatives and assigns) of the **SECONDPART**;

1.SRI(**Income Tax Pan No.....**) (**Adhar card no:.....**) sonof Sriby Faith Hindu, by occupation Business and residing at....., within Police station:....., & Post office :Kolkata –**and**

2.SMT.(**Income Tax Pan No.....**) (**Adhar card no:.....**) sonof Sriby Faith Hindu, by occupation Business and residing at....., within Police station:....., & Post office :Kolkata –hereinafter collectively referred to as the “**PURCHASER/S**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective legal heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRDPART** ;

WHEREAS :

A i.The By a Deed of Conveyance dated 26th September, 1966 made between Paresh Chandra Chowdhury & Sudhamoyeechowdhury both trustees to the estate of Paresh Chandra Chowdhury and Sailesh Chandra Choudhury therein collectively referred to as the vendors of the One Part and the said BadridasDaga therein referred to as the Purchaser of the Other Part and registered in Book No. I, Volume No. 628, Pages 285 to 292 , Being no. 5149 for the year 1966 at the office of the Registrar of Assurances, Calcutta the vendors therein sold, conveyed and transferred unto the Purchaser therein All That the message land hereditaments and premises being Nos. 81, 81/1, 82A and 82B Nimtolla Ghat Street, Calcutta irrespective of land condition of the soil together with brick built building standing thereon more fully and particularly described in the schedule therein mentioned subject to existing tenants therein for a consideration therein mentioned.

ii) By a Declaration dated 1st December,1966 the said BadridasDaga inter aila, declared that the said premises Nos. 81,81/1,82A & 82B, Nimtolla Ghat Street, Calcutta was purchased by the said BadridasDaga for self and his two brothers namely Bal KishanDaga, since deceased, and JankidassDaga who contributed equally towards consideration for purchasing the said premises which became the joint properties of the said BadridasDaga, Bal KishanDaga, since deceased and JankidassDaga in equal share and by the said declaration the said BadridasDaga disclaimed his right , title , interest in respect of 2 shares or 2/3rd share in the said premises nos. 81,81/1, 82A and

82B, Nimtolla Ghat Street, Calcutta in favour of his two brothers namely Bal KishanDaga, since deceased and JankidassDaga who became absolutely entitled as owners to the said undivided 2/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta , the said BadridasDaga, Bal KishanDaga, since deceased and JankidassDaga thus became seized and possessed of and otherwise became well and sufficiently entitled to the said premises nos. 81,81/1,82A & 82B, Nimtolla Ghat Street, Calcutta.

iii) The said Bal Kisan Daga died on 10th May, 1987 after making and publishing his last will and Testament on 14th January, 1987 whereby he bequeathed inter alia his undivided 1/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta in favour of his two sons namely , Raj Kumar Daga one of the Vendors herein and Prem Kumar Daga in equal share and appointed the said Prem Kumar Daga as executor under the said Will.

iv)

On an application for grant of Probate in the High Court at Calcutta (123 of 1988) Probate of the said Will was granted to the Executor namely the said Prem Kumar Daga on 19th July 1988.

- i) The Executor that is Prem Kumar Daga by his act and impliedly assented to the legacy inter alia being the undivided 1/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta in favour of the beneficiaries/ legatees namely, the said Raj Kumar Daga and the said Prem Kumar Daga.
- ii) In the premises Sri Prem Kumar Daga became seized and possessed of and entitled to an undivided One-sixth (1/6th share) in **ALL THAT** the undivided 1/6th share hereinafter called the SAID PROPERTY in All That the said properties being the message land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule hereunder written (hereinafter referred to as the said Premises or the said properties) AND Sri BadridasDaga , JankidassDaga and Sri Raj Kumar Daga became seized and possessed of and entitled to an undivided Five -sixth (5/6th share) in **ALL THAT** the undivided 5/6th share hereinafter called the SAID PROPERTY in All That the said properties being the message land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties).
- iii) By a Deed of conveyance dated 1st February 2008 the said Sri Prem Kumar Daga sold transferred and conveyed his undivided One-sixth (1/6th share) in **ALL THAT** the undivided 1/6th share hereinafter called the SAID PROPERTY in All That the said properties being the message land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties) unto and in favour of **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** at or for the consideration mentioned therein and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: 1, CD volume no: 36, Pages 1422 to 1443 and being Deed no: 11319 for the year 2010.
- iv) By a Deed of conveyance dated 11th December, 2007 the said Sri BadridasDaga, JankidassDaga and Sri Raj Kumar Daga sold transferred and conveyed his undivided Five -sixth (5/6th share) in **ALL THAT** the undivided 5/6th share hereinafter called the SAID PROPERTY in All That the said properties being the message land hereditaments and premises being

Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties) unto and in favour of **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** at or for the consideration mentioned therein and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: 1, CD volume no: 36, Pages 1401 to 1421 and being Deed no: 11318 for the year 2010.

- v) In the Premises **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** being the owners herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** the said lands measuring a **total area of 22 (Twenty Two) Cottahs ,14 (fourteen) sq.ft. more or less** being the message land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties).
- vi) By and under an unregistered **Agreement for development dated 4th June,2010** the said Owners herein of the First Part with one M/S Jhunjhunwala Developers Pvt. Ltd. wherein the owners assigned the Development work relating to **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less morefully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises .**
- vii) The said M/S Jhunjhunwala Developers Pvt. Ltd. thereafter amalgamated premises no: 82A, 82B and 81/1 Nimtolla Ghat street under an amalgamation order passed by the Kolkata Municipal Corporation Under Letter no: AC(N)/Div-viii/2156/11-12 and has since been renumbered as 82A. Nimtolla Ghat Street and morefully described in the Part-I, Part-II respectively and the amalgamated premises in Part-III of the First Schedule mentioned hereunder and the total area of the amalgamated premises is about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less .
- viii) In the premises the owners are herein are absolutely seised and possessed of **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less consisting of a separate two storied brick built measuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, NimtollaNimtolla Ghat Street morefully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises being fully tenanted but otherwise free from all encumbrances charges,liens,lispensens of whatsoever nature .**
- B. i. The said M/S Jhunjhunwala Developers Pvt. Ltd. caused a plan for constructing a Multi-storied building on the said land to be sanctioned by the Kolkata Municipal Corporation for construction of a **Basement plus Ground plus Four (B+G+4)** storied Building consisting of commercial and Residential portions vide plan no: 2014020010 dated 2014 which has been renewed from time to time and is fully valid and subsisting .
- ii) The said owners thereafteralso executed and registered a **Power of Attorney dated 4th May,2018** in favour of the Representatives of the said M/S Jhunjhunwala Developers Pvt. Ltd. and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: IV, Volume no: 1903/2018, Pages 79222 to 79249 and being Deed no: 190302666 for the year 2018 .

- iii) Under an MOU dated 7th December,2019 the said Owners and the said M/S Jhunjhunwala Developers Pvt. Ltd. agreed that since M/S Jhunjhunwala Developers Pvt. Ltd. could not proceed with construction work due to financial constraints and have therefore not been able to make any progress in the construction of a new Building or otherwise and since no significant progress had been made under the said Development Agreement or at all The owners and the said M/S Jhunjhunwala Developers Pvt. Ltd. signed a MOU dated 7th December,2019 wherein the M/S Jhunjhunwala Developers Pvt. Ltd. agreed to surrender/assign all their right title and interest under the said Agreement for development dated 4th June,2010 in favour of the Developer herein subject to the terms and conditions agreed therein in favour of the owners which interalia included that the owners shall share a revenue of10% ... (Ten Percent) out of their entitlement whenever the owners signed a fresh Agreement for Development with any other party .
- iv) The said unregistered **Agreement for development dated 4th June,2010** has therefore been cancelled and the said registered Power of Attorney dated 4th May,2018 has since been cancelled and registered with the office of the Additional Registrar of Assurances at Kolkata and being document no: 148 for the year 2020.
- v) The owners herein under an Agreement for Development dated 20th February,2020 the said Owners had entrusted the said **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less consisting of a separate two storied brick built measuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, NimtollaNimtolla Ghat Street, Police station – Jorabagan Post office : Beadon street , Kolkata – 700 006 and within the limits of the Kolkata Municipal Corporation for development more fully and particularly mentioned, described, explained, enumerated, in the **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises** unto and forever in favour of **M/S DAMANI BUILDERS PRIVATE LIMITED** being the Developer herein and therein for development as per the terms conditions and covenants mentioned therein and the said M/S Jhunjhunwala Developers Pvt. Ltd. joined as the confirming party to confirm that the said unregistered **Agreement for development dated 4th June,2010** read together with Power of Attorney dated 4th May,2018 have since been cancelled and the said Development Agreement was registered at the office of the Additional Registrar of Assurances - at Kolkata and recorded in Book no: I , Cd volume no:...1901-2020., Pages 38214..to 38284. And being Document no: 190100819 for the year 2020;
- vi) The said owners herein had also signed executed a registered Power of Attorney dated 25th February,2020 in favour of the Authorised Representative of the Developer herein and registered at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: I , Cd volume no:...1901-2020, Pages 38648..to 38689. And being Document no: 190100832 for the year 2020;
- vii) Under an supplementary Agreement for Development dated signed between the owners and the Developer herein wherein M/S Jhunjhunwala Developers Pvt. Ltd. was also added as a party at the instance of the Owners wherein the owners have confirmed that they shall part with/transfer a share of ...10% ... (Ten Percent) to the said M/S Jhunjhunwala Developers Pvt. Ltd. as agreed between the owners and the said M/S Jhunjhunwala Developers Pvt. Ltd. under MOU dated 7th December,2019.
- viii) The Owner herein thereafter renewed the said sanctioned plan from the Kolkata Municipal Corporation being plan no: 2014020010 and renewed on 8th December,2020.

C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Property on which Project is to be constructed have been completed;

D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the said Project and the Developer has started the construction of a **Basement plus Ground plus Four (B+G+4)** storied Building consisting of commercial and Residential portions as per the plan sanctioned at present or as modified from time to time from the Kolkata Municipal Corporation .

E. The Developer herein has further applied for certain changes in the sanctioned plan from the Kolkata Municipal Corporation for construction of a **Basement plus Ground plus Four (B+G+4)** storied Building consisting of commercial and Residential portions vide plan no: 2014020010 dated 2020. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Developer has registered the Project under the provisions of the Act with Real Estate(Regulation and Development) Authority at CALCUTTA GREENS COMMERCIAL COMPLEX(1ST FLOOR), 1050/2, SURVEY PARK, KOLKATA-700075 kolkataonunder registration number.....;

G. AND WHEREAS the Owners and the Developer herein agreed to sell transfer and convey **All that** Residential apartment /Flat/Shop/Godown being no.....containing a carpet area ofSquare feet more or less and a total built up area ofunit square feet more or less on thefloor of the Building **TOGETHER WITH** right of use a medium sized covered car parking space no:...CCP-..... on the Ground Floor of the premises of the project known as ““ **MAHADEV PLAZA**”“as permissible under the applicable law and of pro-rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act more fully described in Second Schedule together with undivided proportionate share in the land of the said premises more fully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises** at or for a total consideration amount of Rs.....(Rupees) to which the Purchaser/Purchaser/Allottee has agreed ;

H. AND WHEREAS the Owners and the Developer have requested the Purchaser to make payment in the name of **DAMANI BUILDERS PRIVATE LIMITED –COLLECTION ACCOUNT** from where the Owners and the Developer shall share their Revenue proceeds as per the terms and conditions mentioned in the Agreement for Development dated 20th February, 2020 read together with supplementary Agreement for Development dated....., 2021;

I. AND WHEREAS on or before entering into this Agreement for sale the intending purchaser after taking inspection has fully satisfied himself/herself/themselves/itself about :-

(1) the title of the Owners in respect of the said premises,

(2) the building plan sanctioned by the Kolkata Municipal corporation and subsequent changes thereon as may be modified from time to time by the Developer or otherwise .

(3) the constructions being made by the Developer at the said premises,

- (4) the calculation of carpet area and built up area comprised in the Unit/Flat/Apartment .
 - (5) the specification for construction of the flats/units therein and
 - (6) the scheme framed by the developer
 - (7) the common amenities and facilities in the complex
 - (8) All or any other aspects of the Flat and Project /Premises and/or Project in its entirety.
 - (9) The Generator facility provided in the Project.
 - (10) The final measurement of the Flat/apartment .
 - (11) Car parking space, if allotted .
 - (12) The still under construction Building.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in para G.

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

1. **TERMS:-**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase the Apartment as mentioned hereafter and subject to the following terms and conditions as mentioned hereunder :-

‘Act’ means the Real Estate(Regulation and Development) Act 2016

‘Rules’ means the West Bengal Real Estate Regulation and development Rules, 2021 made under the Real Estate(Regulation and Development) Act 2016 ‘Regulations’ means the Regulations under the Real Estate(Regulation and Development) Act 2016

‘section’ means a section of the Act.

1.2. The total price for the Designated apartment and appurtenances based on the carpet area is Rs /-(Rupees) only and taxes of Rs(Rupees.....) only aggregating to Rs.....(Rupees.....)(‘Total Price’) (Give break up and description):-

Apartment No.	Rate of the Apartment per square feet (Package Price)
Type ..	Rs.
Floor	
Exclusive balcony or Verandah	Included in total price above
Exclusive Open terrace	Not Applicable
Proportionate Common Area	
Preferential Location Charges	
Parking -1	Not Applicable/ No Separate Charges
Parking- 2	Not Applicable
Total Price (in rupees) without taxes	
Other Charges	As per clause 35 of the Agreement
Taxes (The Goods and Service Tax and any other applicable tax as the price shall be payable by the Purchaser/Allottee	

Total Price in Rupees	
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The total price shall include the following:-

i. The total price above includes the booking amount paid by the Purchaser/Allottee to the Developer towards the Designated Apartment.

ii. The total price above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied in connection with the construction of the project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment to the Purchaser/Allottee and

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

iii. The Developer shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated in (i) above and the Purchaser/Allottee shall make payment within 30 days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser/Allottee 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 the Designated Apartment includes Prorata share in the common areas and Garages / closed parking as provided in the Agreement.)

1.3 The total price is escalation-free, save and except increases which the Purchaser/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 Developer undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

1.4 The Purchaser/Allottee shall make the payment as per the payment plan set out in **THE THIRD SCHEDULE ABOVE REFERRED TO: (Payment Plan)**

1.5 The Developer and the owners may allow, at their discretion, a rebate for early payments of installments payable by the Purchaser/Allottee by discounting such early payments at such rate of percentage per annum for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/Allottee by the Developer.

1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Fourth & Fifth schedule** in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Allottee. Provided that the Developer may make such minor additions and alterations as may be required by the Allottee, or such minor changes as per the provisions of the Act.

However, the Developer hereby reserves its right to apply for changes/Modifications/further sanctions from the existing sanctioned plan from the Kolkata Municipal Corporation as allowed by them without any further reference to the Purchaser herein. The purchaser shall not be entitled to make any objection towards the same notwithstanding decrease in the undivided share of land.

1.7 The Developer shall confirm to the final carpet-area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate or such other certificate by whatever name called issued 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 then the Developer shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee without any Taxes. If there is any increase in the carpet area, allotted to Purchaser/Allottee, the Developer shall demand that from the Purchaser/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 para 1.2 of this Agreement.

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

(i) The Purchaser/Allottee shall have exclusive ownership of the Apartment;

(ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Allottee shall use

the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of Purchaser/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal 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;

1.9 It is made clear by the Developer and the Purchaser/Allottee agrees that the Apartment along with garage/covered parking, if allotted shall be treated as **a single indivisible unit** for all purposes. It is agreed that the Project is an independent, self-contained Project covering the 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 Purchaser/Allottee. It is clarified that Project's facilities and amenities shall be variable only for use and enjoyment of the Purchaser/Allottees of the Project.

It is understood by the Allottee that all the areas and i.e areas and the facilities falling outside the Project namely ----- shall not form a part of declaration to be filled with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

1.11. The Purchaser/Allottee has paid a sum of Rs.....(Rupees only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Third Schedule**) as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the Purchaser/Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction period, the Purchaser/Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **DAMANI BUILDERS PRIVATE LIMITED –COLLECTION ACCOUNT** payable at Kolkata. The Owner and Developer shall apportion their respective shares in the amount amongst themselves as mutually agreed between them and the Owner and the Developer shall open separate Bank accounts for the same for distribution of consideration amounts as per their agreed Revenue sharing ratio.

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

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

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

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

The Purchaser/Allottee authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the Apartment, if any, in his/ her name and the Purchaser/Allottee 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 for the Allottee. The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Purchaser/Allottee and the common areas to the association of Purchaser/Allottees or the competent authority, after receiving the Occupancy Certificate or Completion Certificate or both as the case may be.

Similarly, the Allottee/ Purchaser 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 Developer as provided in Schedule C (Payment Plan)

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

The Purchaser/Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, annexed along with this Agreement which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall

also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The Kolkata Municipal Corporation Act, 1980 and shall 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.

The Purchaser shall purchase the said unit as it shall stand as per the sanctioned plan provided however the Purchaser hereby empowers to the Developer to make additions and alterations in the said Unit subject to compliance of RERA Act, if any;

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment—

The Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser/Allottee is the essence of the Agreement. The Developer assures to hand over possession of the Apartment on or before **31st March, 2024** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure,"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser/Allottee the entire amount received by the Developer from the allotment excluding Booking amount, Taxes & Fees, if any within 45 (Forty five) days from that date. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/she shall not have any rights, claims 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/completion certificate or such other certificate by whatever name called issued by the competent authority/KMC or from the respective competent authority/KMC shall offer in writing the possession of the Apartment to the Purchaser/Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and Developer shall give possession of the Apartment to the Allottee/ Purchaser after registration of the Deed of Conveyance of the said Apartment. The Developer agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/Allottee agrees to pay the maintenance charges as determined by the Developer/Association of Purchaser/Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within --- days of receiving the occupancy certificate of the Project.

7.3 Failure of Purchaser/Allottee to take Possession of Apartment:-

Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser/Allottee shall take possession of the Apartment from the Developer by executing necessary Deed of Conveyance, indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Apartment to the

Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in clause 7.2 , such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Purchaser/Allottee:-

After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority and handing over physical possession of Apartment to the Purchaser/Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Purchaser/Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation byPurchaser/Allottee:-

The Purchaser/Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Purchaser/Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/Allottee shall be returned by the Developer to the Purchaser/Allottee without interest and without any loss to the Developer and only out of the amount received by the Developer against sale of the Designated Apartment to any other interested person. The Purchaser/Allottee shall at his own costs and expenses execute all necessary cancellation related documents required by the Developer.

7.6 Compensation:-

The Developer shall compensate the Purchaser/Allottee in case of any loss caused to him/her 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being inforce.

7.6(i) 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 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 Developer shall be liable, on demand to the Purchaser/Allottees, in case the Purchaser/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, excluding Booking amount ,Taxes and Fees,if any with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.Provided that where if the Purchaser/Allottee does not intend to withdraw from the Project, the Developershall pay the Purchaser/Allotteeinterest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment ...

8. REPRESENTATIONS AND WARRANTIES OF THEDEVELOPER:

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

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

Land for the Project;

ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

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

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

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

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

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

(ix) At the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Allottee and the common areas to the association of Purchaser/Allottees or the competent authority, as the case maybe;

(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 Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities .

(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 either the Owner or the Developer in respect of the said Land and/or the Project.

XIII) That the Property is not Waqf Property.

9. EVENTS 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) Developer fails to provide ready to move in possession of the Apartment to the Purchaser/Allottee within the time period specified . For the purpose of this clause ‘ ready to move in possession ‘ shall mean the Apartment shall be in a habitable condition .

;

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

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

i) Stop making further payments to Developer as demanded by the Developer. If the Purchaser/Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee be required to make the next payment without any penal interest; or

ii) The Purchaser/Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser/Allottee excluding booking amount,Taxes and Fees, if any including any extra works/changes done by the Developer at the instance of the Purchaser along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice: Provided that where an Purchaser/Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Apartment.

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

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

(ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Developer/Owner in this regard, the Developer may cancel the allotment of the Apartment in favour of the Purchaser/Allottee and refund the money paid to him by the Purchaser/Allottee by deducting the booking amount Taxes and Fees,if any including any extra works/changes done by the Developer at the instance of the Purchaser and the interest liabilities etc and this Agreement shall thereupon stand terminated:.

10. CONVEYANCE OF THE SAID APARTMENT:

The Developer and the Owners on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Purchaser/Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion Certificate, or such other certificate by whatever name called issued the competent authority as the case may be, to the Purchaser/Allottee: However, in case the Purchaser/Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final payment of stamp duty and registration charges to the Developer is made by the Purchaser/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 authorities.

11. MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Purchaser/Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECTLIABILITY:

- a. After the Possession Date, the Allottee/s will have no right or claim against the Developer, except for structural defect, defective workmanship, quality or provision of service, if proved to the satisfaction of the Architect during the defect liability period which would be **5 (Five)** years from the Possession Date or the Deemed Date of Possession, whichever is applicable ("**Defect Liability Period**") During such Defect Liability Period, if any major defect is proved to the satisfaction of the Architect, which makes the Apartment inhabitable, the same will be remedied at no extra cost to the Allottee/s. It is agreed that the decision of the Architect of the Developer will be final and binding on the Allottee/s and the Developer. All defects that are caused due to normal wear and tear, abuse and improper usage/negligence/omission/act/commission on the part of the Allottee/s is excluded from this clause for which the Developer is neither liable nor responsible.
- b. The Developer shall not be responsible for any issues (such as difference in shades of tiles, granite, tolerances as per building codes, air pockets beneath tiles, separation cracks/gaps between non-homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting). Moreover, minor tile chipping, minor damages in places where welding has conducted, shall not be considered as defects for the purposes of this section. Allottee agrees and acknowledges that defects arising from natural wear and tear/forced/intentional/accidental damages shall not come within the scope of defect liability and hence the Developer shall not be responsible for the maintenance of the same. Further, Parties agree that any defects or damages caused to glass, electrical fixtures, ceramic, vitrified, porcelain materials after acceptance of possession of the Apartment by the Allottee shall not come under scope of defect liability and the Developer shall not be held liable for not curing/entertaining such claims.
- c. The Developer shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

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

The Allottee/ purchaser hereby agrees to purchase the Apartment on the specific understanding that his / her right to use the 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 the allottees/ purchasers (or the maintenance Agency appointed by it) and the performance by the Allottee/ purchaser of all his / her obligations in respect of the terms and conditions specified by the maintenance Agency or the Association of Allottees/ Purchasers from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS The Developer/maintenance agency/association of Purchaser/Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of Purchaser/Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas:

The basement(s) and service areas, if any, as located within the “ MAHADEV PLAZA”, shall be ear-marked for purposes such as parking spaces & services including but not limited to Electric sub station , Transformer, DG Set rooms , underground water tanks, pump rooms , maintenance and service rooms fire fighting pumps and equipments etc and other permitted uses as per sanctioned Plans. . The Purchaser/Allottee shall not be permitted to use the service 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 or Purchaser/Allottees Formed by the Allottees / Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to para 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

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

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this Project in particular. That the Allottee/ Purchaser 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 , all the requirements and requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost. .

18. 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 building plan, has been approved by the competent authority(ies) except for as provided in the act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement it/he shall not mortgage or create a charge on the Apartment/Building/Buildings 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/Allottee who has taken or agreed to take such Apartment/Building].

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

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

20. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/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 PURCHASER/ALLOTTEE/
SUBSEQUENT PURCHASER/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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. .WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

Name of Purchaser/Allottee:-

(Purchaser/Allottee's Address) with Telephone numbers & Email:-

Developer's name:- **M/S-Damani Builders Private Limited**

Developer's Address:- 138, Canning Street, Room no: 219, P.O. Khangrapatty, P.S. Hare Street, Kolkata - 700001

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

31. JOINT PURCHASER/ALLOTTEES:

That in case there are Joint Purchaser/Allottees all communications shall be sent by the Developer to the Purchaser/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 Purchaser/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 the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled by jointly engaged learned advocate, Mr. Sanjay Kumar Daga, 2, Garstin Place, 1st Floor, Kolkata – 700 001 Mobile No. 9830088903, practicing in the High Court at Calcutta since 2001 or, alternatively, may be referred to any jointly appointed Arbitrator under the Arbitration and Conciliation Act, 1996. Provided such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

34. NOMINATION OR ASSIGNMENT BY THE PURCHASER:-

i. The Purchaser/Allottee may, only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Developer & owners and against payment of the sum mentioned in the 'Payment Plan' in Third Schedule hereunder written in advance to the Developer, shall be entitled to get the name of his/her nominee substituted in his/her place and stead in the records of the Developer subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to comply with the terms, conditions, agreements and covenants contained hereinbefore and hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the purchaser and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the purchaser or his/her nominee. Any tax, duty, imposition or levied including Income Tax, GST involving the Apartment shall be paid in advance to the Developer either by the purchaser or his/her nominee as they mutually shall settle. The Owner and Developer shall have no liability in respect thereof.

ii. The Purchaser/Allottee also shall pay to the Developer a sum calculated @2% of the said 'Total Consideration' at which said Apartment shall be purchased by the nominee or transferee.

iii. The Purchaser/Allottee shall not be entitled to assign or transfer this agreement not before said period of 12 months from the date of execution hereof also not shall be permitted to let out, sell, transfer or part with possession of the Apartment at any time until all the amounts, charges, outgoings and dues payable by the Purchaser/Allottee to the Developer in respect of the Apartment are fully paid up and a 'No Dues Certificate' is to be obtained by the Purchaser/Allottee from the Developer.

35. EXTRAPAYMENTS:-

The Purchaser/Allottee shall, in addition to the consideration mentioned herein, pay to the Developer the non refundable amounts on several heads or accounts which envisaged and categorically mentioned hereunder and reads as follows:-

The Purchaser/Allottee shall pay to the Developer the following amounts:

- (i) Towards Purchaser/Allottee's share of the costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the complex being the sum of Rs.50/- (Rupees Fifty) per Sq.Ft.
- (ii) Towards the Purchaser/Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power of about 1 KW there from to the Apartment during CESC power failure, being the lump-sum of **Rs.25,000/- (Rupees Twenty Five Thousand) only. (To be decided)**
- (iii) Goods and Service Tax on the above amounts.

36. ADDITIONAL PAYMENTS BY PURCHASER/ALLOTTEE TO THE DEVELOPER:-

In addition to the above specified amounts, the Purchaser/Allottee shall also pay to the Developer the following amounts:-

- (i) Proportionate share of any costs, charges, expenses in case for setting up or providing any additional or extra common area or installations in variation and/or addition to those provided to all and every Apartment.
- (ii) Legal and documentation charges as shall be decided by the parties mutually which shall be paid on or before the date of taking possession of the Apartment when the deed-of-conveyance shall be executed and registered by the competent registering authority whereof or when entire costs of registration of every nature and kind including payment of Stamp Duty, Registration Fees, payable to the government by due processes of law shall entirely be paid and must be borne by the purchaser.
- (iii) All stamp duty, registration fees and allied expenses on execution and registration of this agreement shall also be borne by the Purchaser/Allottee entirely and solely.
- (iv) (a) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the common areas and Installations.

(iv)(b) The allottee shall deposit and /or keep deposited with the Developer a sum of Rs.25000/-towards advance payment of maintenance charges for one year exclusive of G.S.T.

(V) Any additional or increased Fees and expenses, if any, payable to any authority linked with governments both in central and state and statutory bodies towards Sale/Transfer/PermissionFees.

(VI) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation/government order or directives orguidelines or if deemed necessary by the Developer beyond the present provision of providing electric wiring in each Apartment and firefighting equipment in the common areas only as prescribed in the existing fire fighting code/regulations.

(VII) GST or any other statutory charges/levies if applicable and payable on construction of the Apartment or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser/Allottee in respect of the apartment.

(VIII) Taxes, levies, betterment fees, development charges etc., under any statute or rules and regulations payable to the central or state authorities whatever may be on the Apartment or on said land and/or said Project or on the construction or transfer of the Apartment envisaged hereunder payable by the Purchaser/Allottee wholly if the same relates to the apartment and otherwise proportionately.

37. RECEIPTS AS EVIDENCE:

All payments shall be made by the Purchaser/Allottee against proper receipts shall be issued by the Developer and the Purchaser/Allottee shall not be entitled to claim nor to set up any oral evidence regarding the payment and due performance and observance of the terms and conditions of this agreement.

38. RECEIPTS BY DEVELOPER & OWNERS:-

The Developer has been empowered and authorized under said development agreement and power-of-attorney to receive said total consideration also all extras and additional or other deposits payable by Purchaser/Allottee in the manner aforesaid by issuing or giving proper receipts/acknowledgements.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART -I

Re: 81/1, Nimtolla Ghat Street

ALL THAT the two storied brick built meausage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less together with the piece and parcel of land thereunto belonging and on part whereof the same are erected and built containing by estimation **2 cottahs 15 Chittacks and 29 sq.ft more or less** situate lying at and being premises No. 81/1, Nimtolla Ghat Street in sutanuty in the North Division of the town of Calcutta and butted and bounded as follows:-

on the north :- partly by premises No. 82, Nimtolla Ghat Street and partly premises No. 1 and 2, Ramjan Lane,

on the East :- Partly by premises No.81, Nimtolla Ghat Street and partly by Premises No.80, Nimtolla Ghat Street

on the south :- Partly by Premises No.81, Nimtolla Ghat Street and partly by Nimtolla Ghat Street

on the West :- By premises No.82, Nimtolla Ghat Street.

PART –II

Re. 82A & 82B, Nimtolla Ghat Street

ALL THAT partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less together with the piece or parcel of land thereunto belonging on part whereof the same is erected and built containing by estimation 18 cottah 1 Chittack be the same a little more or less situate lying at and being premises Nos.82A, and 82B Nimtolla Ghat Street and butted and bounded in the following manner that is to say :-

on the North : By Mohamed Ramjan Lane,

on the East : Partly by Premises No. 81/1, Nimtolla Ghat Street and partly by premises No. 1 and 2, Mohamed Ramjan Lane,

on the South : Partly by premises No. 82, Nimtolla Ghat Street and partly by premises No. 81/1, nimtolla Ghat Street

on the West : by Common Passage.

(PART- III)

(Amalgamated premises including 81/1 , 82A & 82B Nimtolla Ghat street)

(Presently Premises no: 82A. Nimtolla Ghat Street)

ALL THAT piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less consisting of a separate two storied brick built measuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Ghat Street, Police station – Jorabagan Post office : Beadon street , Kolkata – 700 006 and within the limits of the Kolkata Muncipal Corporation which is butted and bounded as follows:-

ON THE NORTH: Md. Ram Jan Lane

ON THE SOUTH: Nimtolla Ghat Street

ON THE EAST: 80.Nimtolla Ghat Street

ON THE WEST: Common passage

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE AREA SOLD HEREUNDER)

All that Residential apartment /Flat/Shop/Godown being no.....containing a carpet area ofSquare feet more or less and a total built up area ofunit square feet more or less on thefloor of the Building of the said

Project having the area description appearing in the Table below:

TABLE: AREA DESCRIPTION OF THE APARTMENT

Built-up Area (in Sq. ft.)	Carpet Area (in Sq. ft.)	Exclusive Balcony (in Sq. ft.)

TOGETHER WITH right to use a medium sized covered car parking space no: ...CCP-..... on the Ground Floor of the premises of the project known as ““ MAHADEV PLAZA ”” and together with undivided proportionate share in the land of the said premises and as shown in the map/plan annexed hereto and marked with “Green” colour.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(‘payment plan’) -

As agreed by the parties the payments shall be made by the Purchaser/Allottee by instalments in following manner:-

	Payment particulars	Amount
	20% of the consideration as earnest money at or before the execution hereof; (Including the booking amount of Rs 100000/-)	Rs
	10% of the consideration as further earnest money within 7 days on the casting of Basement Floor of the Building;	Rs
	10% of the consideration as further earnest money within 7 days on the casting of Ground Floor of the Building;	Rs
	10% of the consideration as further earnest money within 7 days on the casting of 1 st (First) Floor of the Building;	Rs
	10% of the consideration as further earnest money within 7 days on the casting of 2 nd (Second) Floor of the Building;	Rs
	10% of the consideration as further earnest money within 7 days on the casting of 3 rd (Third) Floor of the Building;	Rs
	10% of the consideration as further earnest money within 7 days on the casting of 4 th (Fourth) Floor of the Building;	Rs
	5% of the consideration as further earnest money within 7 days on the Completion of brickwork of the Designated Unit/Apartment;	Rs

	5% of the consideration as further earnest money within 7 days on completion of inside plaster of the Designated Unit/Apartment;	Rs
	5% of the consideration as further earnest money within in 7 days on completion of outside plaster of the Designated Unit/Apartment;	Rs
	5% of the consideration being the balance consideration at the time of taking possession of the Designated Unit/Apartment on execution and registering the deed-of-conveyance.	

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION)

1. Foundation: pole foundation.
2. Substructure & : Reinforced concrete manufactured from portland
Superstructure
3. Toilet Bath Room: ceramic Tiles Flooring Bathroom & other bathrooms
Colored tiles upto door height of 7 feet
4. Kitchen : Kitchen – Granite kitchen top and stainless steel sink
with 2' dado in ceramic tiles
5. Flooring : All areas vitrified Tiles
6. Windows : Aluminium sliding windows
7. Doors & Door : wooden frame and commercial block board flush frames
doors and main door Flush door
8. Sanitary Fittings : 1 Wash Basin
1 Tab Mixer
1 European style toilet
Other Bathrooms
1 wash Basin
1 shower
1 European style toilet.
Hot and cold water line in all water bathrooms.
9. Electrical : Concealed copper wiring
Living and dining: 2 light, 2 fan, 15 –amp plug,
1 TV and 1 AC point

Kitchen: 1 Light, 15 –amp plug, 1 Exhaust point

Master Bedroom: 2 Light, 1 fan, 5 – amp plug point,
Bathroom : 1 Lights, 15 –amp plug point.

10. Painting : Internal walls, plaster of paris
External Walls: Acrylic emulsion / Textured point
11. Waterproofed Roof : Roof will chemically waterproofed
12. Water Supply : Common tube well through overhead tank
13. Lift : 4Persons (capacity OTIS/ KONE)/ISI Equivalent

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(specifications, amenities, facilities in project)

1. Common Areas and Installations in theProject:

Staircases, landings and passage and stair-cover to the ultimate roof. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of the Building. Lifts, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Building. Electrical installations with main switch and meter and space required therefor. Ultimate open to sky space on the ultimate Roof of the Building subject to the exceptions and reservations contained in Clause 12 and its sub-clauses hereto shall belong to the owners and the Developer in their sharing ratio as per the Development Agreement . Over headwater tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Building. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building.

2. Common Areas and Installations in theProject:

2.1 Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.

2.2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed. Surveillance System in the entrance lobby of the New Buildings and any other place if so provided by the Developer, Underground water reservoir. Submersible Water pump with motor, with water distribution pipes to the Overhead water tanks of the New Buildings.

2.3 Municipal Water supply or Deep tube well for water supply.

2.4 Water waste and sewerage evacuation pipes and drains from the new buildings to the municipal drains.

2.5 DG Set, its panels, accessories and wirings and space for installation of the same.
Community hall, Gym, Games Room and other constructions, fittings and fixtures with equipments.

2.6 Boundary wall and gate and Security Gate House.

2.7 Such other areas, Installations and / or facilities as the developer may from time to time specify to form part of the common areas and Installations of the complex.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first abovewritten.

**SIGNED AND DELIVERED BY THE WITHIN
NAMED OWNER IN THE PRESENCE OF :**

1.

2.

**SIGNED AND DELIVERED BY THE WITHIN
NAMED PURCHASER IN THE PRESENCE OF :**

1.

2.

**SIGNED SEALED AND DELIVERED BY THE
WITHIN NAMED DEVELOPER
IN THE PRESENCE OF :**

1.

2.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser/Purchaser/Allottee the within mentioned consideration of Rs..... (Rupees) as per the memo of consideration stated hereunder :-

	Date	Ch.No./ Bank DraftNo.	Drawn on	In favour of	Amount
	By GST on Sale of Property @ %			/-
	Total			/-

Rs..... (Rupees)

Witnesses:

1.

2.

DATED THIS DAY OF 2021

AGREEMENT FOR SALE

BETWEEN

SRI ASHOK JHUNJHUNWALA & ORS.

OWNERS
AND

DAMANI BUILDERS PRIVATE LIMITED

DEVELOPER

AND

.....

PURCHASER

S.K.DAGA (ADVOCATE),

2, GARSTIN PLACE

1ST FLOOR

KOLKATA – 700 001

PH : 22313145/46 /22439138