

**[Agreement for Sale may undergo changes as per the case specific basis at the  
time of execution]**

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this the ..... day of .....  
in the year Two Thousand and Twenty Four (**2024**)

**BETWEEN**

**[Disclaimer]**

The additional Schedules / Parts / Terms incorporated in the Agreement for Sale do not violate any of the provision of RERA Act and Rules framed thereunder and in the events any such Schedules / Parts / Terms are found to be in violation of the provision envisage under RERA Act & the Rules framed hereunder. Then in such event the provision of RERA Act & the Rules prevails.

**M/S. NISHAT INFRASTRUCTURE PVT. LTD., (PAN: AADCN7562J)** a company incorporated under the provisions of the companies act 1956 having its registered office at 59, Bon Behari Bose Road, Howrah-711101, P.O., P.S. & District-Howrah, represented through its Directors **(1) MR. KHUSHNUD AKHTAR KHAN (PAN: AGBPK6816B; AADHAAR: 4310 0445 9369)**, son of Late Abdul Sattar Khan, and **(2) NISHAT SALAM (PAN: AKTPS6889A; AADHAAR: 352581512924)**, widow of Late Abdul Salam Khan, both by faith Muslim, both by nationality Indian, both by occupation business and both residing at premises No. 59, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah-711101, hereinafter called and referred to as the **OWNER/PROMOTER**, which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include its respective heirs, executors, administrators, legal representatives and/or permitted assignees).

**AND**

\_\_\_\_\_, **(PAN: \_\_\_\_\_, AADHAAR: \_\_\_\_\_)**, son of \_\_\_\_\_ by faith \_\_\_\_\_, by Nationality Indian, by occupation Business and residing at \_\_\_\_\_, hereinafter called and referred to as the **ALLOTTEE**, which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include his/her/their legal heirs, executors, administrators, legal representatives and/or permitted assignees).

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

**WHEREAS:**

- A. **M/S. NISHAT INFRASTRUCTURE PVT. LTD. (OWNER/PROMOTER)**, is the sole, absolute and lawful **OWNER** of **ALL THAT** piece or parcel of land measuring 36 (thirty six) Cottahs (59 decimals) together with structure, standing thereon, situated at **R.S. Dag No.: 2476, L.R. Dag No.: 2708. L.R. Khatian No.: 5234, Mouza- Bikihakola, J.L. No. 18, Police Station Panchla District Howrah within Bikihakola Gram Panchayat, ("SAID LAND")**. The facts regarding acquisition/devolution of title of the owner in respect of the said land is mentioned in Part-VII of the Schedule "A" hereunder written.
- B. The Said Land is earmarked for the purpose of building a commercial building comprising a B+G+5 storied multistoried mercantile buildings and the said project shall be known as **"UNIQUE SHOPPING MALL"**.
- C. 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.

- D. The District Engineer, Howrah Zilla Parishad has granted sanction of the Building Permit to develop the Project vide **Building Plan No.** \_\_\_\_\_ **dated** \_\_\_\_\_ **valid up to** \_\_\_\_\_ on 11.04.2023 for construction of a B+G+5 storied residential building on the said land.
- E. The District Land & Land Reforms Officer has granted necessary permission and clearance in favour of the owner/promoter to use the said land for commercial purposes vide order bearing Memo No. 20/CONV/PANCH/22/1140/LR dated 20.04.2022.
- F. The Promoter has obtained the final layout plan approvals for the Project from Howrah Zilla Parishad. 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;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Howrah bearing **RERA No.** \_\_\_\_\_ **on** \_\_\_\_\_.
- H. The Allottee had applied for a commercial unit /shop/ office in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Unit No. \_\_\_\_\_ ("**Unit**") having **RERA Carpet area** \_\_\_\_\_ **square feet and RERA Super Built up Area** \_\_\_\_\_ **Sq.ft.** type commercial, on \_\_\_\_\_ **Floor** in the B+G+5 storied commercial building to be known as "**UNIQUE SUPER MALL**" ("**BUILDING**") along with pro rata share in the common areas described in **Part - IV** of Schedule "A" and any other area defined under clause (n) of Section 2 of the Act comprised in the project ("**Common Areas**") (The Unit, the parking facility, if any, and the common area hereinafter collectively referred to as the "**Designated Unit**" more particularly described in Schedule "A" and the floor plan of the unit is annexed hereto and marked as Schedule "B");
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. Additional Disclosures/Details by the Owner/Promoter to the Allottee:
- i) The Allottee is aware and accepts that the pictorial representation and/or views of or from the Buildings at the Project as per the pictures or videos uploaded on the internet or in the brochure or elsewhere are just an artistic impression as visualized by artist/creator. There is every likelihood of constructions coming up on the said land whereby such view shall be obstructed or be not available as depicted. The Promoter makes the Allottee fully aware of this aspect and does not take responsibility of ensuring the view of or from the Buildings or surroundings in respect of any landscape or air space.
  - ii) The parking spaces, as per the current planning are of types open and located in the basement floor of the Building.

- iii) The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
- 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 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 Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the garage/closed parking (if applicable) as specified in paragraph G;

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the designated unit as specified in paragraph "G" together with the right to use common areas and shared facilities;
- 1.2 The Total Price for the designated unit as specified in paragraph "G" based on the carpet area is **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Total Price**"). The break-up of the total price and other amount and applicable taxes are as follows:-

<b>Building/Project - "UNIQUE SHOPPING MALL"</b>	<b>Rate of Unit per square feet (as per Sl. No. 2 of Part-I of Schedule C).</b>
Unit No.	
Floor	
Type	Commercial
Proportionate cost of Common Area	No separate charges
Preferential Location Charges	No separate charges
Total Price (in Rupees) without Taxes ("Unit Price")	Rs.
Taxes (The Goods and Service Tax and any other applicable tax on the Total Price)	As per prescribed rates, currently being ___% of total price = Rs. ....../-

Tax Deductions at source	As per prescribed rates, currently being 1% of total price = Rs. ....../-.
Other Costs (as per Clause 11.2	Rs.
Deposits (as per Clause- 11.2	Rs.
Total Price and Taxes and Other Costs and Deposits	Rs.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Unit;
- (ii) The Total Price and Taxes and Other Costs above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Owner/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 Owner/Promoter) up to the date of handing over the possession of the Unit to the Allottee and/or date of sale deed in favour of the Allottee.

Provided that in case there is any change/modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the Owner/Promoter shall be increased/reduced based on such change/modification;

- (iii) The Owner/Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days of such written intimation. In addition, the Owner/Promoter shall provide to the 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 Designated Unit includes: (1) pro rata share in the Common Areas; and (2) cost of parking(s), if any, as provided in the Agreement. Further, the Other Costs and Deposit mentioned in clause 11.2 shall be payable by the Allottee additionally.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or 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 Owner/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 Owner/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.

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

1.5 The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @12% per annum for the period by which the respective installment has been preponed with prior written consent of the Owner/Promoter. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Owner/Promoter.

1.6 Except as disclosed to the Allottee in this Agreement (including in clause-I above), it is agreed that the Owner/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 herein in respect of the Unit without the previous written consent of the Allottee.

Provided that the Owner/Promoter may, at its sole discretion, against extra costs payable by the Allottee 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.

1.7 The Owner/Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter. If there is reduction in the carpet area within the defined limit, then the Owner/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 found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Owner/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 or if no rate is specified then on pro rata basis.

1.8 Subject to clause 9.3, the Owner/Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Unit as mentioned below:-

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. 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 Owner, Owner/Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the Association Rules. 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 Owner/Promoter shall convey undivided proportionate title in the Project Land and in the common areas to the association of allottees as provided in the Act.

- (iii) That the computation of the price of the Designated Unit includes recovery of price of appertaining land, construction of [not only the Designated Unit but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and firefighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project;
- 1.9 It is made clear by the Owner/Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, 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 Project 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 Allottees of the project in common with the Owner, the Owner/Promoter and other persons permitted by the Owner/Promoter.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely, “**UNIQUE SHOPPING MALL**”, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Unit Ownership Act, 1972.
- 1.11 The Owner/Promoter agrees to pay all outgoings before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, Zilla Parishad/Panchyat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Owner/Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Unit and created by the Owner/Promoter. If the Owner/Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Owner/Promoter) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Owner/Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a sum of **Rs. ....**/- (Rupees ..... Only) being as booking amount towards the Total Price and Other Costs and Taxes of the Designated Unit until the time of agreement the receipt of which the Owner/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Unit as prescribed in the Payment Plan as may be demanded by the Owner/Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

**2. MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement and the Owner/Promoter abiding by construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Owner/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 **“NISHAT INFRASTRUCTURE PVT. LTD.”** payable at State Bank of India, SME EXIM Branch, Kolkata. The Owner shall apportion its respective shares in the amounts amongst themselves as mutually agreed between them. An intimation forwarded by the Owner/Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Owner/Promoter upon the Allottee, and non-receipt thereof by the Allottee(s) shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.2 In case the Allottee committing any delay or default in any payment to be made to the Owner hereunder, then without prejudice to the other rights and remedies of the Owner/Promoter in respect of such default hereunder or under law, the Owner/Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable as per the **WBRERA** Act and rules thereon and the Allottee shall not raise any objection, dispute or claim in respect thereof.

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

- 3.1 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner/Promoter with such permission, approvals which would enable the Owner/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.;
- 3.2 The Owner/Promoter accepts no responsibility in this regard. The Allottee shall keep the Owner/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 Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any



Allotee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allotee only.

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

The Allotee authorizes the Owner/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 Owner/Promoter may in its sole discretion deem fit and the Allotee undertakes not to object/demand /direct the Owner/Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

Time is of essence for the Owner/Promoter as well as the Allotee. The Owner/Promoter shall abide by the time schedule for completing the project and handing over the designated unit to the Allotee and the common areas to the association of the Allotees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotee 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 Owner/Promoter as provided in the Schedule "C" (Payment Plan).

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

The Allotee has seen the specifications of the schedule unit 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 Owner/Promoter. The Owner/Promoter shall develop the Owner/Promoter in accordance with the said layout plans, floor plans and specifications and specifications as mentioned in PART-V of Schedule "A" hereto. Subject to the terms in this Agreement, the Owner/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 Howrah Zilla Parishad Act and applicable Building Rules and Regulations 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 Owner/Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE DESIGNATED UNIT:**

- 7.1 The Owner/Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Owner/Promoter based on the approved plans and specifications, assures to hand over possession of the Designated Unit within \_\_\_\_\_ with a grace period up to 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, 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 Allotee agrees that the Owner/Promoter

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

- 7.2 Procedure for taking possession - The Owner/Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the designated Unit 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 Owner/Promoter shall give possession of the Unit to the Allottee. The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Owner/Promoter. The Allottee agrees to pay the maintenance charges as determined by the Owner/Promoter/Maintenance In-charge/association of allottees, as the case may be. The Owner/Promoter, on its behalf shall offer possession of the Designated Unit within \_\_\_\_\_, of receiving the occupancy certificate of the Project/Building containing the Designated Unit.
- 7.3 Failure of Allottee to take Possession of Designated Unit - Upon receiving a written intimation from the Owner/Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any, from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Promoter shall give possession of the Designated Unit and the Parking Facility, if any, 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.
- 7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Designated Unit to the Allottee, it shall be the responsibility of the Owner/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.
- 7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment and the Allottee shall not dispute or object to such forfeiture and/or hold the Owner/Promoter liable in any manner in respect thereof. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall

be returned by the Owner/Promoter to the Allottee within 45 days of such cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Owner/Promoter.

- 7.6 Compensation – The Owner/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, and which defect was known to the Owner/Promoter and the Owner/Promoter had willfully not disclosed the same to the Allottee 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.
- 7.7 Except for occurrence of a Force Majeure event, if the Owner/Promoter fails to complete or is unable to give possession of the Designated Unit –
- (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or
  - (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or
  - (iii) for any other reason;

The Owner/Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Owner/Promoter in respect of the Designated Unit, 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 Owner/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 Designated Unit and the Parking Facility, if any.

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

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

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the project Land; The Owner/Promoter has the requisite rights to carry out development upon the Project Land and the Owner/Promoter has absolute, actual, physical and legal possession of the Project Land with license to the Promoter to carry out the Project;
- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from \_\_\_\_\_ for construction of the Project by mortgaging, amongst other properties, the Project Land and the construction, there are no

encumbrances upon the Unit and appertaining share in Project Land or in the Project.

- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Designated Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Designated Unit and common areas;
- (vi) The Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoter has not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Joint Venture Development Agreement) or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Owner/ Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Allottee and the common areas to the Association of the allottees;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Owner/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 but save those payable by the Allottee and other owners of Units and other areas in the Project;
- (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 Project Land) has been received by or served upon the Owner/Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Land is not a Waqf property.

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

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

- (i) Owner/Promoter fails to provide ready to move in possession of the designated unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the schedule Unit shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Owner's/Promoter's business as a Owner/Promoter on account of suspension or revocation of his/her/their registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Owner/Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/Promoter shall correct the situation by completing the construction milestones 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 Owner/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, 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 Owner/Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the designated unit.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Owner/Promoter as per the Payment Plan appended hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Owner/Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Owner/Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Owner/Promoter in this regard, the Owner/Promoter may cancel the allotment of the Designated Unit in

favour of the Allottee and refund the money paid to him by the Allottee after deducting the booking amount (which shall be a minimum of 10% of the Total Price) paid for the allotment and the interest, taxes, stamp duty, registration fees (if any), charges and other liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated

- 9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Legal Fees/Charges, Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Owner/Promoter in this regard.
- 9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

#### **10. CONVEYANCE OF THE DESIGNATED UNIT:**

- 10.1 The Owner/Promoter, on receipt of the complete amount of the Total Price and Taxes and Other Costs and Deposits in respect of the Designated Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with the Parking Facility, if any and together with the proportionate indivisible share in the Project Land and in the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy certificate.
- 10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Owner/Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. 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 or authorities.

#### **11. MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:**

- 11.1 The Owner/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 Allotees or any other designated maintenance-in-charge. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Unit.
- 11.2 Clauses in relation to maintenance of Project, infrastructure and equipment:

11.2.1 The Allottee is aware of applicability of Other Costs and Deposits on the following heads to be payable by the Allottee in addition to the price for Designated Unit (Additional Costs):

- (i) Allottee's fixed share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station, LT Panel and its cabling for power connection in the Unit as well as the Common Areas amounting to **Rs.** ...../- (Rupees ..... Only) (With GST). This one-time cost does not include –
  - (a) the recurring periodic or other electricity consumption charges and costs payable by the Allottee; and/or
  - (b) any security deposit payable to CESC Limited or any other Electricity Provider and the same shall be separately payable by the Allottee as demanded by the Promoter/Association.
- (ii) The Allottee shall have to directly apply for and pay all expenses and outgoings including any security deposit required for obtaining individual electric meters for the Said Unit;

11.2.2 The following expenditure shall be borne by the Allottee proportionately along with other Allotees (Maintenance charges):-

- (i) Costs of maintenance, operating, repainting, whitewashing, painting, reconstructing, decorating, re-decorating etc. of the common areas and common parts of the said premises and in particular thereof gutter and main water tanks, water pump, motor, water pipes and electric wires, electric installations and equipment, sanitary installation under upon the building, main gate, boundary walls, entrance, passage, staircase, landings.
- (ii) Cost of security, surveillance, solar power, rain harvesting and all other facilities and amenities to be provided in the building.
- (iii) Cost of supplies of common utilities for the building.
- (iv) Costs and charges for establishment and maintenance of Building.
- (v) Costs of acquisition, installation, maintenance and operation of generator set and fuel for running the generator set, if the same is installed.
- (vi) Expenses towards salaries of Durwans, Sweeper, Daily labours, Liftman, workers.
- (vii) All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid in common

including such amount as may be fixed for raising a fund for replacement, renovation, repairing and/or periodical maintenance.

### 11.3 Maintenance In-charge:

11.3.1 The Mall shall be maintained and managed by the Promoter or the nominated agency or agencies of the Promoter, as the case may be. The Promoter shall either use its own resources or sub-contract the work to agency or agencies. Upon the formation of any owner's association (the "ASSOCIATION"), if any, under the applicable Laws, the Allottee, as a member of the Association, shall ensure that the Association shall appoint and/or nominate the Promoter for the maintenance and management of the Mall and for the purpose, if required by the Promoter, shall enter into a suitable contract with the Promoter. The maintenance and management of the Mall, shall, however, be on the terms and conditions mentioned hereunder:-

- i) Maintenance by the Promoter: The Promoter, by itself or through its nominee or nominees, shall maintain and manage the Mall Common Portions, said land Common Portions as also the Limited Common Areas and Facilities. The Promoter shall be entitled to frame rules and regulations for the general upkeep and maintenance of the Mall including for the external façade of the building and external lighting as also for the common user of the Mall Common Portions. The Rules may be amended from time to time as deemed reasonable by the Promoter in the common interest of all who are entitled to the designated Unit or shops/units/areas of the Mall. The Allottee and/or the Association shall be bound to follow such Rules and any violation thereof shall entitle the Promoter to claim damages and to restrict the Allottee from using the Mall Common Portions or enjoying any of the Common Utilities and Facilities.
- ii) Entry Regulations: The Promoter and/or its nominated security agency or agencies shall be entitled to restrict and regulate the entry into the Mall considering the overall security in the interest of the Allottee as also other purchasers of other shops in the Mall.
- iii) Water Supply: General water supply for common toilets and for other common purposes will form part of the common maintenance cost. The individual water requirement within the designated Unit, if any, for those shops who have authorized pantry, kitchen, beauty parlour, SPA etc., shall be billed for water and other levies as and when made applicable by the concerned authorities and the Allottee if required, shall bear and pay the same in respect of his shop.



- iv) **Outbound Garbage:** The Allottee shall inform the Promoter the amount of outbound garbage, expected to be generated in the Designated Unit enabling the Promoter to consult, if required, the local authority and put a system in place for disposal of the garbage. Such outbound garbage will be disposed of at such time as may be specified by the Promoter, at its sole discretion, and the Allottee must ensure that outbound garbage shall be stored within the limits of the Designated Unit till the time of disposal. The Allottee shall not store the garbage and unused material in the Mall Common Portions and/or in the Limited Common Areas and/or in any other portions of the Mall.
- v) **Delivery Vehicle:** The Allottee shall take prior permission from the Promoter for access of delivery vehicles in and around the Mall and, must specify the type of delivery vehicle together with its registration details to the Promoter. The Allottee shall ensure that all delivery vehicles in and around the Mall shall be driven between permitted time schedule of the Company without causing inconvenience to the visitors of the Mall.
- vi) **Loading and Unloading:** To load and unload any goods in and around the Mall, the Allottee shall give a copy of permit at least 3 (three) days in advance to the Promoter. Parking of such vehicles will only be allowed for time taken for loading and unloading of goods and not in any other case and, such vehicles used for loading and unloading the goods, while entry and exit shall not exceed the driving speed limit by 20 KMPH.
- vii) **Events and Activities:** The Promoter may organize events, promotions, lotteries, special sales etc., in the Mall. In case the Allottee wants to use the Mall Common Portions for product launches, promotions, celebrity visits and such other activities, the Allottee shall take prior permission, assistance and support from the Promoter upon payment of such charges as may be levied by the Promoter. However, such promotions on the part of the Allottee will be at his own cost and expenses.
- viii) **Air-Conditioning:** The time for running the air conditioning system in the Mall shall be fixed by the Promoter, and the upkeep and maintenance of the same will be looked after by the Promoter. However, the expenses for air conditioning of the Mall Common Portions will form a part of the overall Maintenance Charges of the Mall.
- ix) **Fire Safety:** The Allottee shall, at its own cost and expenses, extend the fire safety system to low end in the Said Unit. The Allottee must, at its own costs and expenses, obtain fire license, if required, and all other applicable licenses and permission from the appropriate authorities, for using the Designated Unit and must keep them up-to-date.

- x) Installation of Antenna etc.: The Allottee shall not be entitled to install antennas, dish etc. anywhere in the Mall, without the prior written permission of the Promoter. In case the permission to install antenna, dish etc., is granted from the Promoter, then the Allottee shall be liable to pay such rental as may be decided by the Promoter.
  
- xi) Maintenance Charges: The Promoter or its nominees, as the case may be, shall raise bills on the Allottee in respect of the maintenance of the Mall Common Portions, land Common Portions and the Limited Common Areas and Facilities which the Allottee shall pay within the due dates. The Allottee shall also be liable to pay GST and/or other applicable taxes which are now payable or which may become applicable and payable in future (collectively "MAINTENANCE CHARGES"). The Maintenance Charges shall be payable on and from the date of the Allottee taking possession of the Designated Unit. The Promoter and/ or its nominated agency, as the case may be, shall raise, every month, the bills on the Allottee for the Maintenance Charges, which will be payable by the Allottee to the Promoter or to its nominees within seven days from the date of the Allottee receiving the same. The Promoter or its nominated agency, as the case may be, in due course of time, may also decide to issue quarterly bills for Maintenance Charges and in case such bills are raised, the same shall be payable by the Allottee to the Promoter or to its nominated agency, within the due dates as would be specified in the said quarterly bills irrespective of whether the Designated Unit is being utilized or not. Maintenance Charges shall be fixed and shall be non-escalable for a period of 24 months from the date of Possession of the Designated Unit. However, in the event there is an increase in the power tariff by the concerned authorities during this period of 24 (twenty four) months, then the Maintenance Charges will be increased suitably to cover up the increase in such costs due to increase of the power tariff. After the completion of the said period of 24 months the Promoter or its nominated agency shall be entitled to increase the Maintenance Charges. The Maintenance activities will be operated by the Promoter or its nominated agency or agencies on commercial basis to ensure a reasonable return for the effort being made in respect of the maintenance by the Promoter or its nominee/nominated agency or agencies.
  
- xii) Limited Exemption: The Promoter shall not be liable to pay any charges towards maintenance for the unsold/vacant units, if any, in the Mall for a period of 5 (five) years from the date of grant of occupation/completion certificate of the Mall by the concerned authorities.

- xiii) Maintenance Deposit: In order to secure timely payment of maintenance bills and/or Maintenance Charges to the Promoter or to its nominated agency the Allottee shall deposit with the Company a sum of Rs. \_\_\_\_\_/- towards interest free Security Deposit at the time of execution and registration of final deed of sale. The Security Deposit shall remain credited to the Account of the Allottee in the records of the Company or its nominated agency. In case the Allottee fails to pay any dues within the due dates, the Security Deposit or part thereof may be utilized by the Promoter or its nominated agency towards recovery of such dues. The Allottee shall forthwith replenish the Security Deposit with such enhancement as may be decided by the Promoter from time to time.
- xiii) Maintenance Corpus Fund: The Allottee shall pay to the Promoter its contribution to a Maintenance Corpus Fund of an amount as may be decided by the Promoter at the time of execution and registration of final conveyance which shall be used for major repairs/ replacement of equipment such as air-conditioners, escalators, elevators, electric equipment, transformers, Fire safety systems etc. The Maintenance Corpus Fund will remain credited to the account of the Allottee in the records of the Promoter or its nominated agency, as the case may be. At all times, such Maintenance Corpus Fund shall be maintained by the Promoter or its nominated agency, Interest accrued on the said fund shall be to the credit of the said Fund. If the monies lying in the Fund and accrued interest thereon are not sufficient to cover up the costs of major repairs/replacements of equipment, the Promoter or its nominated agency will be entitled to recover additional money from the Allottee to meet the deficiency in cost.
- xiv) Electricity Charges: The Promoter shall provide and/or cause to be provided electricity to the Designated Unit, and the Allottee will be liable to pay charges for electricity consumed at the Designated Unit including proportionate charges of the transfer and/or transmission and distribution loss for supply of electricity from HT substation to the HT connection in the Designated Unit. The Allottee shall also be liable to pay applicable GST and/or any other taxes which are now payable or which may become applicable and payable in future. Further, the Allottee shall also pay proportionate cost for consumption of electricity for the Mall Common Portions, cost of which will form a part of the overall maintenance costs (collectively "ELECTRICITY CHARGES") The Electricity Charges shall be payable on and from the date of the Allottee taking possession of the Designated Unit. The Promoter and/ or its nominated agency, as the case may be, shall raise, every month, the bills on the Allottee for the Electricity Charges, which will be payable by the Allottee to the Company or to its nominees

within seven days from the date of the Allottee receiving the same.

- xv) Deposit for Electricity Charges: For securing the payment of Electricity Charges, the Allottee shall deposit with the Promoter or its nominated Agency, every quarter, in advance, by the 7<sup>th</sup> of each quarter, an interest free amount, as may be so demanded by the Promoter or its nominated agency or agencies, from time to time, calculated on the basis of estimated consumption of electricity and/or some other suitable mechanism. The interest free amount may vary from time to time depending upon the variations/increase in costs of electricity tariff from time to time. The Electricity Charges payable by the Allottee shall be adjusted against the deposit made by the Allottee, and the Company or its nominated agency, as the case may be, shall send a quarterly statement of amount adjusted against the deposit, and any excess and/or shortage in the Electricity Charges will be adjusted in the payment to be made by the Allottee for the next quarter. The Promoter or its nominated agency, as the case may be, shall be entitled to restrict and/or disconnect the supply of electricity in case the electricity dues are not cleared on time by the Allottee. The Allottee, if required, shall enter into separate agreement with the Promoter or the authorities, if required, for supply of electricity in the Designated Unit.
- xvi) Electricity Security Deposit: The Allottee shall deposit with the Promoter, in advance, an interest free amount as may be so demanded by the Promoter or its nominees, as the case may be. being the amount payable by the Allottee towards its proportionate share of the total security deposit paid by the Promoter/its nominated agency to the concerned authorities, in respect of the concerned authorities providing the electricity line and/or sub-station in the Mall. All increase/enhancement/further demand of such deposit by the concerned authorities from time to time will also be proportionately borne and paid by the Allottee to the Company or to its nominated agency.
- xvii) Generator: The Promoter will install D.G. sets for power back up in the Mall. In the event of power failure, besides providing power to the Mall Common Portions and the Limited Common Areas And Facilities, the Company will provide 100% power back up for the Designated Unit for which the Allottee will pay charges at the rate of Rs. \_\_\_\_\_/- only per KW provided to the Allottee. The Allottee shall not be entitled to use any kind of portable or fixed generator set in the Designated Unit or in the Mall. Requirement of new/additional D.G. load, subsequently, will be subject to availability of spare D.G. load and in case any new/additional load is provided by the Promoter or its nominees, the same shall be subject to payment of costs of

such load @ Rs. \_\_\_\_\_/- only per K.W. The charges for provision of power/electricity during power cuts/load shedding from the D.G. sets for the designated Unit shall be paid by the Allottee to the Promoter or its nominees. Such Charges shall be calculated taking into consideration the costs (both fixed and variable including the cost of diesel and consumable and other stores) of running and maintaining the D.G. sets and shall be billed accordingly on the Allottee proportionately for the units consumed by the Allottee in the Designated Unit. The units consumed shall either be recorded through a meter or be ascertained by such other suitable mechanism as may be decided by the Promoter or its nominated agency. The Allottee shall also be liable to pay GST and/or any other taxes which are now payable or which may become applicable and payable in future (collectively "Generator Charges"). The Generator Charges shall be payable on and from the date of the Allottee taking possession of the designated Unit. The Promoter and/or its nominated agency, as the case may be, shall raise, every month, the bills on the Allottee for the Generator Charges, which will be payable by the Allottee to the Promoter or to its nominees within seven days from the date of the Allottee receiving the same. The Generator Charges shall be subject to change from time to time based on variation in costs of maintenance of the D.G. Sets.

xviii) Penalty for Non-Payment: Failure to pay Maintenance Charges, and/or Generator Charges and/or Electricity Charges, within due dates may result in withdrawal or restrictions or disconnections of services to the Allottee and also make the Allottee liable to pay interest at 2% per month on the outstanding dues for the period of the delay calculated from the due date of payment to the date of actual payment. In such case the Promoter may also require the Allottee to provide additional interest free security deposit before restoration of services and facilities.

11.3.2 Fees and charges for the membership of association as and when formed.

11.3.3 Legal costs and charges in respect of preparation and registration of this agreement and the Conveyance Deed to be executed in pursuance hereof amounting to **Rs. ....**/- (Rupees ..... Only) (With GST).

11.3.4 Advance Maintenance Charges for a fixed period of 24 months from the date of issuance of Occupancy Certificate in respect of the Building amounting to **Rs. ....**/- (Rupees ..... Only) (With GST).

11.4 Area Calculations:

- 11.4.1 Carpet Area of Unit: The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- 11.4.2 Balcony Area: The net usable area of the exclusive covered balcony (if any) attached to the Unit.
- 11.4.3 Double Height Balcony Area: The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.
- 11.4.4 Built-up Area: The built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony. The built-up area of the Double Height Balcony includes the Double Height Balcony Area including the thickness of the parapet walls thereof and one-half of partition walls.
- 11.4.5 Unit Area for Common Area Maintenance ("CAM"): For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the chargeable area for maintenance shall be \_\_\_\_\_ **Square feet** more or less.
- 11.5 Overall Project specifications and details:
- 11.5.1 Specifications: The Owner/Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in PART-V of SCHEDULE "A" hereto.
- 11.5.2 Additional Provisions/Restrictions: The provisions and/or restrictions mentioned in PART-VIII of SCHEDULE "A" shall be applicable in respect of the designated unit.
- 11.5.3 Roof: The Roof of the Buildings shall be part of the Common Areas. If any designated space is provided on a portion of the rooftop, the same shall be used by the Association of Allottees as a Community Space for gatherings and functions. The toilet and bathroom or any other room on the roof shall be part of the Community Space.
- 11.5.4 Temporary Electricity Connection: In case the Allottee fails to obtain electricity meter from CESC Limited in respect of his Unit before the date of delivery of possession thereof to the Allottee and the Allottee requests for temporary connection, then the Owner/Promoter may, subject to availability, provide the same on the following conditions:
- (a) The temporary connection shall not be for a period exceeding six months from the date of such connection or the date of the Allottee obtaining separate electric meter for his Unit from CESC Limited, whichever be earlier.

- (b) The temporary connection shall be for power of not exceeding 1 (one) KVA.
- (c) The Allottee shall along with request for temporary electric connection be liable to pay to the Owner/Promoter non-refundable installation charge of **Rs. \_\_\_\_\_/-** and (ii) deposit of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_) only in respect of his Unit. The said deposit of **Rs. \_\_\_\_\_/-** shall be refunded to the Allottee after adjusting all his dues and interest/penal charges within 30 days of the Allottee obtaining the separate electric meter in respect of the Unit from CESC Limited.
- (d) In case the Allottee fails to make payment of the bills raised by the Promoter/Association/Facility Manager in respect of temporary connection within the due date thereof, the temporary connection may be disconnected till the payment of the dues along with interest @18% per annum or part thereof for the period of delay is not paid.

11.6 Architect:

Unless changed by the Owner/Promoter, M/s. **ESPACE** shall be the Architect for the Project.

**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 Owner/Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner/Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Owner/Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Owner/Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act; Provided that the obligation or liability of the Owner/Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Owner/Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Owner/Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Owner/Promoter and the Allottee.

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

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

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

The Owner / Promoter/ maintenance agency /association of Allotee shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allotee agrees to permit the association of Allotee and/or maintenance agency to enter into the schedule unit 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:**

15.1 The basement(s) and service areas, if any, as located within the building named as "**UNIQUE SHOPPING MALL**", 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, fire- fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

15.2 The Allotee 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 Allotees formed by the Allotee for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE DESIGNATED UNIT:**

16.1 Subject to Clause 12 above, the Allotee shall, after taking possession, be solely responsible to maintain the designated unit 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 designated unit, 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 designated unit and keep the designated unit, 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.

16.2 The Allotee 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.

- 16.3 The Allottee shall 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.
- 16.4 The Allottee shall not store any hazardous or combustible goods in the designated unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall not remove any wall, including the outer and load bearing wall of the designated unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. 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 ALLOTEE:**

- 17.1 The Allottee is entering into this Agreement for sale of designated Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular.
- 17.2 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 designated Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the designated Unit at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

The Owner/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 of Howrah Zilla Parishad except for as provided in the Act.

**19. OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:**

- 19.1 After the Owner/Promoter executes this Agreement for Sale he shall not mortgage or create a charge on the schedule property 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 schedule property.
- 19.2 However, the Owner/Promoter shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Owner/Promoter, the Allottee shall be required to make

payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

**20. UNIT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

21.1 Forwarding this Agreement to the Allotee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allotee until, firstly, the Allotee 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 Allotee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Promoter.

21.2 If the Allotee(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allotee and/or appear before the Registrar/Sub-Registrar/registrar of Assurance for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Allotee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allotee, application of the Allotee shall be treated as cancelled and all sums deposited by the Allotee in connection therewith including the booking amount shall be returned to the Allotee 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 Unit/ 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 ALLOTEE/ SUBSEQUENT ALLOTEE:**

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 Allotee of the schedule unit, in case of a transfer, as the said obligations go along with the schedule unit for all intents and purposes.

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

- 25.1 The Owner/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 of interest for delayed payment.
- 25.2 It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottee.
- 25.3 Failure on the part of the Owner/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 may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

- 29.1 The execution of this Agreement shall be complete only upon its execution by the Owner/Promoter through its authorized signatory at the Owner's/Promoter's Office at Howrah at the address first above mentioned.

29.2 After the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the District Registrar at Howrah.

29.3 Hence this Agreement shall be deemed to have been executed at Howrah for all purposes and intents.

**30. NOTICES:**

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

Owner / Promoter : **M/S. NISHAT INFRASTRUCTURE PVT. LTD.,**  
59, Bon Behari Bose Road, Howrah-711101

Allotees : \_\_\_\_\_

30.2 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 Owner/Promoter or the Allottee, as the case may be.

**31. JOINT ALLOTEE:**

In case there are Joint Allottee all communications shall be sent by the Owner/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 Allottee.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 through the Adjudicating Officer appointed under the Act.

**SCHEDULE "A" AS REFERRED TO ABOVE**

**PART -I**  
**(PROJECT LAND)**

**ALL THAT** piece or parcel of land measuring 36 (thirty six) Cottahs (59 decimals) together with structure of a closed Cinema Hall, namely, **APSARA CINEMA HALL**, standing thereon comprised in three plot of lands (within the boundary wall) with Mokarrari Mourusi Rights measuring about 20 Decimals in Dag No. 2475, under Khatian No. 340 and 36 Decimals in Dag No. 2476 under Khatian No. 340 and 3 Decimals in Dag No. 2477 under Khatian No. 340 corresponding to the current L.R. Dag No. 2708 and L.R. Khatian No. 5238 together with the said old dilapidated cinema hall standing thereon with cemented flooring, without any lift situated and lying within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within the territorial limits of Bikihakola Gram Panchayat and also within the jurisdiction of the office of the District Sub-registrar, Howrah as more fully and particularly described in the Schedule hereinafter written **TOGETHER WITH** the right over the common passage and rights over all fittings, installations, equipments, path, passages, water, water courses, liberties, privileges, lights, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining thereto or known to be part or parcel thereof and butted and bounded as follows:-

On The North : Shanti Sangha.  
 On The East : Mulla Market (Sarfarz)  
 On The South : Service Road And National Highway, Nh.6  
 On The West : Kartick & Kaushik Ghosh

**PART - II  
 (DESIGNATED UNIT)**

**ALL THAT** Unit No. “\_\_\_\_\_”, containing **RERA Carpet area** \_\_\_\_\_ square, **RERA Super Built Up Area** \_\_\_\_\_ Sq.ft. with vitrified tiles flooring on the \_\_\_\_\_ Floor of the building named “**UNIQUE SHOPPING MALL**” TOGETHER WITH proportionate share in all common parts portions areas and facilities TOGETHER WITH the undivided proportionate share in the land below and underneath the building together with structure standing thereon, situated at Mouza- Bikihakola, J.L. No. 18, Police Station Panchla District Howrah within the territory limits of Bikihakola Gram Panchayat.

The Project Land and the designated Unit are shown in the map/plan annexed to Schedule “B” and marked with RED border.

**PART - III  
 (CAR PARKING FACILITY)**

**NO PARKING FACILITIES ALLOTTED TO THE ALLOTEES**

**PART - IV**

**(COMMON AREAS/UTILITIES/FACILITIES/AMENITIES)**

1. The common areas, facilities, amenities and/or the portions of the said land or Unique Shopping Mall, which are meant for beneficial common use and

enjoyment of the Mall as also for the other areas of the Unique Shopping Mall which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter and an undivided proportionate interest in all such constructed Common Portions attributable to the Designated Unit shall be conveyed with the Designated Unit even though the same be not expressly mentioned in any further conveyance or instrument of transfer.

2. The following areas/facilities shall, inter alia, be and shall always be deemed to be designated Limited Common Areas and Facilities and shall be owned by and/or shall belong to the Promoter and/or its transferee(s) and only the Promoter and/or its transferee(s) and/or the person(s) so authorized /nominated by the Promoter shall be exclusively entitled to use and/or to deal with these areas on such commercial or other terms, as may be deemed appropriate by the Promoter or such transferee(s) or such authorized person(s) or nominee(s), as the case may be:-

- a) The parking zone in the Mall: There may be reserved parking zone as also non-exclusive parking zone. The reserved parking zone will be reserved for such user and for such shop(s) and/or for such zone to the exclusion of other shops as shall be so decided and designated as such by the Promoter. The parking zone, especially the non-exclusive parking zone will be fee parking zone and the user thereof shall pay such parking fees as may be so decided by the Promoter and/or the nominee of the Promoter'
- b) All wall surfaces that are exposed to the common area (both external and internal) of the building of the Mall including the boundary wall. The right of user thereof and/or to deal with the area by way of painting, signage or otherwise shall always vest with the Promoter or to its transferee(s) or representative and/or nominees;
- c) All signage spaces on the external wall surface of the building of the Mall (save and except window/show window especially allotted to any shop). The Promoter and/or its transferee(s) and/or nominees/ representatives will have the exclusive right for allotment of all these spaces in these areas for signage/ branding etc.
- d) The roof(s) of the building of the Mall except the area of the roof, if any, designated for common use.
- e) All kiosk spaces and/or small outlets in the corridors, lobbies, entrances and exits of the building of the Mall, passages and aisles except those required or earmarked for egress and ingress.
- f) The performance space(s) (both open and covered) as will be so earmarked in the building of the Mall.
- g) The Toilets, except those which will be earmarked for common use.
- h) All storage space(s) within the building of the Mall except those which are intended for specific uses of shops, if any.
- i) The room(s), if any, for the persons employed in the Mall.

- j) All space(s) intended/earmarked by the Promoter, at its sole discretion, for live product demonstration, new product launch and other activities.
- k) All other spaces and areas (both covered and open), if any, in or about the building of the Mall as will be earmarked by the Promoter, at its sole discretion, as designated Limited Common Areas and Facilities.

**PART – V**

**SPECIFICATION OF WORK**

Type of construction	:	R.C.C. frame structure. Foundation and super structure will be as per sanctioned plan.
R.C.C. & Foundation	:	TMT Bars (ISI), Binding Wire 0.6 mm, Cement 53 Grade, Full coarse sand/ Medium coarse sand, Stone chips 5/8 down and ¼ pure.
Construction of walls	:	200 mm or 250 mm thick masonry walls.
Partition walls	:	125 mm and 75 mm thick masonry walls. Cement Plastering inside and outside walls of the Building. Inside walls will be finished with putty. Outside walls will be finished with weather coat with 2 coat color paint.
Plaster Work	:	(Wall, floor ceiling) with sand and cement mortar including rounding off or chamfering corners and raking out joints, roughening of concrete surface including throttling, nosing and drip-course, where necessary in the following ratio:- 1:6 Cement mortar 20 mm thick external 1:4 Cement mortar 15 mm thick internal 1:3 Cement mortar 10 mm thick ceiling
Flooring	:	All floors of rooms, common space of entire building, stair-case, verandah, kitchen, toilets will be finished with standard size Vitrified Tiles with skirting.
Electrification	:	Total electric line with Concealed branched copper wiring with switch, plug, ceiling rose, indicator, circuit main and circuit breaker with Plastic Board finish.

Roof	:	3'x3' height parapet wall and plastering with chipping and finished with tiles. Setting waste clearing pipe/rain pipe.
Overhead Tank	:	PVC Tank of sufficient capacity
Reservoir	:	R.C.C. Tank of sufficient capacity, One motor with pump, Reservoir to Overhead tank main Pipe
Boundary Wall	:	Brick work and plastering
Lift	:	Standard size and quality

### **PART -VI**

#### **(INSTRUMENTS & PLAN)**

Chain of Title Deed relating to Project Land  
Building Plan relating to the designated unit and car parking space  
Rates and Tax Bill of Howrah Zilla Parishad.

### **PART-VII**

#### **CHAIN OF TITLE**

1. By virtue of a conveyance (Bengali Kobala) dated 20<sup>th</sup> May 1968 (corresponding to 6<sup>th</sup> Jaistha 1375 B.S.) registered in the office of the District Registrar, Howrah and recorded in Book No. I, Volume No. 47, pages from 92 to 97, Being No. 2235 for the year 1968 one Shib Narayan Dutta, since deceased, during his life time, purchased for valuable consideration ALL THAT land measuring more or less 20 Decimals in Dag No. 2475, under Khatian No. 340 and 36 Decimals in Dag No. 2476 under Khatian No. 340 and 3 Decimals in Dag No. 2477 under Khatian No. 340 aggregating to 59 Decimals comprised within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within the territorial limits of Bikihakola Gram Panchayat from (1) Kalicharan Dhara, (2) Kartick Chandra Dhara and (3) Lakhi Kanta Dhara free from all encumbrances for valuable consideration as mentioned in the said conveyance and became the absolute owner in respect thereof.
2. The said Shib Narayan Dutta, since deceased, while fully seized and possessed of or otherwise well and sufficiently entitled to the said property exercised his right of absolute ownership in respect 3 thereof without any let, hindrance, claim, question or demand having been raised by anybody and got mutated his name in the records of rights by paying land revenue to the appropriate government.
3. In course of his enjoyment of the aforesaid property the said Shib Narayan Dutta in or about the year 1972 developed the said property by erecting a boundary wall and making a structure together with one generator room, one pump room, durwan's quarters, sweeper's quarters, go-down, cycle



stand, restaurant and one power room on the land of the said property and carried on a business of distribution and exhibition of films and/or cinematography in cinema house on the said property in the name and style of APSARA CINEMA as the sole proprietor thereof.

4. With effect from 1st day of April 1991 the said Shib Narayan Dutta converted the aforesaid proprietorship business of cinema exhibition run under the name and style of APSARA CINEMA from the said property into a partnership business by inducting his one son Sri Deb Narayan Dutta and Smt. Kanika Dutta, wife of his another son, Pradip Narayan Dutta, as partners of the said firm.
5. The settlor, Sri Shib Narayan Dutta, had two sons, namely, (1) Sri Pradip Narayan Dutta and (2) Sri Deb Narayan Dutta, and six daughters, namely, (1) Smt. Bharati Pal, (2) Smt. Arati Das, (3) Smt. Sumitra Aon, (4) Smt. Suchitra Nandy, (5) Smt. Sujata Paul and (6) Smt. Supriya Mookerjee and the youngest of the daughters namely, Supriya, had gone astray and instead of mending her ways as advised by the Settler she had abused and insulted the Settler in full public view and married a person without the consent of the Settler and after such marriage had severed all connections with the Settler so much so that even her whereabouts were not known to the Settler during his life time and, therefore, the Settler, while settling his estate gave ornaments, jewelries, cash money and other movable properties to her widow and five daughters but chose not to set apart anything for his youngest daughter, Supriya, and settled the said property in favour of his two sons, namely, Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta, who were then residing with the Settler, in the manner hereinafter stated.
6. By virtue of a Deed of Trust dated 27<sup>th</sup> May 1991 registered in the office of the D.S.R., Howrah and recorded in Book No. I, Volume No. 62, Pages from 341 to 354, Being No. 2703 for the year 1991, the said Shib Narayan Dutta being the Settler therein, out of love and affection towards his sons and their children created a private family Trust in respect the said property being ALL THAT the said property containing a total land area of 59 decimals comprised in three plot of lands (within the boundary wall) with Mokarrari Mourusi Rights measuring about 20 Decimals in Dag No. 2475, under Khatian No. 340 and 36 Decimals in Dag No. 2476 under Khatian No. 340 and 3 Decimals in Dag No. 2477 under Khatian No. 340 together with the said four storied building known as APSARA CINEMA standing thereon situated and lying within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within the territorial limits of Bikihakola Gram Panchayat and also within the jurisdiction of the office of the District Sub-registrar, Howrah as more fully and particularly described in the FIRST SCHEDULE hereinafter written and in short hereinafter referred to as the SCHEDULE PROPERTY and conveyed and transferred the said property in favour of his two sons namely, (1) Sri Pradip Narayan Dutta and (2) Sri Deb Narayan Dutta, being the Trustees of the private family Trust known as SHIB NARAYAN DUTTA TRUST with the declaration that the Trustees shall hold the said Trust and the income thereof for the benefits of the Trustees for their respective lives in equal one half share and in the event of death of any one the share of the deceased Trustee will devolve upon his sons and upon the death of both the Trustees the share of both the deceased trustee will devolve upon their respective sons in same proportion and shall vest

entirely unto them and also therein granted full power and absolute authority to the Trustee to sell and/or dispose of the Trust Property or any portion thereof without the consent or concurrence of any of the beneficiaries thereof, if the said Trustees are unanimous that such sale will be for the benefit of the Trust Estate and the Trustees were further empowered and authorized therein to transfer and assign the trust properties in favour of the beneficiaries by executing a proper deed of transfer in favour of the beneficiaries at the cost of the beneficiaries.

7. While the schedule property together with all the structure standing thereon including the building of Apsara Cinema was the corpus of the aforesaid Deed of Trust and was conveyed and transferred in favour of the Trustees, namely, (1) Sri Pradip Narayan Dutta and (2) Sri Deb Narayan Dutta, the partnership business of cinema exhibition carried on by the Settlor, Shib Naraya Dutta, Sri Deb Narayan Dutta and Smt. Kanika Dutta under the name and style of APSARA CINEMA and the machineries, furniture and other assets of Apsara Cinema Hall 5 belonging to the said partnership firm was specifically not made part of the Trust property and the said partnership firm had been paying rent at the rate of Rs. 2000/- per month in respect of Apsara cinema building and other portions under its occupation.
8. After having acquired right, title and interest in respect of the schedule property, as Trustees of Shib Narayan Dutta Trust, in the manner aforesaid the said Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta mutated their names in the records of the concerned authority by paying usual land revenue in the year of 1411 B.S. English Calender Year 2004 and were allotted new L.R. Dag No. 2708 and L.R. Khatian No. 3499 (in the name of Sri Pradip Narayan Dutta) and L.R. Khatian No. 3500 ( in the name of Sri Deb Narayan Dutta).
9. In or about 24<sup>th</sup> July 2001 the said Shib Narayan Dutta, while carrying on the business of APSARA CINEMA in co-partnership with Sri Deb Narayan Dutta and Smt. Kanika Dutta, at the said property, died and upon his death the surviving partners continued the partnership business.
10. In exercise of the power vested in Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta as the Trustees of the SHIB NARAYAN DUTTA TRUST and as recorded in the Deed of Trust dated 27th May 1991 the said Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta, transferred and assigned the trust property i.e. the schedule property as more fully and particularly described in the Schedule hereinafter written unto and in favour of SRI KRISHNENDU DUTTA @ KRISHENDU PRADIP DUTTA, son of Sri Pradip Narayan Dutta and SRI SHIRSHENDU DUTTA, son of Sri Deb Narayan Dutta being the ultimate beneficiaries of the SHIB NARAYAN DUTTA TRUST in terms of the Deed of Trust dated 27th May 1991 by executing a Deed of Transfer on 16th April 2004 and registering the same in the office of the Additional Registrar of Assurances - in Book No. I, Volume No. 1, Pages from 1 to 11, Being No. 03728 for the year 2004.
11. The partnership firm run under the name and style of APSARA CINEMA at the schedule property was also reconstituted whereby Sri Deb Narayan Dutta retired from the partnership firm and the said SRI KRISHNENDU

DUTTA @ KRISHENDU PRADIP DUTTA, son of Sri Pradip Narayan Dutta and the said SRI SHIRSHENDU DUTTA, son of Sri Deb Narayan Dutta, carried on the partnership business of APSARA CINEMA along with the continuing partner, Smt. Kanika Dutta.

12. In or about July 2007 Smt. Kanika Dutta, moved an application under Section 9 of the Arbitration & Conciliation Act, 1996 being A.P. No. 219 of 2007 against Sri Shirshendu Dutta before the Hon'ble Calcutta High Court and by an order dated 11th July 2007 the Hon'ble Court was pleased to appoint Mr. Sandwip Mukherjee, Advocate as the Receiver over and in respect of the assets and properties of the partnership firm, namely, APSARA CINEMA, with the power to take symbolical possession of all assets of the partnership firm and the business of the firm was directed to be run under the Receiver on a monthly remuneration of 1000 GMs receivable by the Receiver from out of the box office collections.
13. The aforesaid Arbitration application remained pending and the Learned Receiver appointed by the Hon'ble Court carried on the business of APSARA CINEMA in terms of the aforesaid order and subsequent orders passed by the Hon'ble Court until the year 2012-2013 when eventually the Cinema House was shut down due to financial reasons and since then the said Cinema House and the business of Apsara Cinema was lying closed.
14. The eventual closure of the cinema business and intervention of well-wishers enlightened the partners of APSARA CINEMA to compromise the disputes out of the court by executing a mutual agreement on 25th April 2013 whereby the partnership business carried on under the name and style of Apsara Cinema was decided to be dissolved with effect from 1st May 2013 and it was decided that after settlement of accounts of the partnership and clearing the liability of the partnership firm by selling another immovable property owned by the vendors herein necessary steps would be taken before the Arbitral Tribunal as well as before the Hon'ble Calcutta High Court for withdrawal of all pending applications and discharge of the Receiver on the ground of amicable settlement of all disputes between the parties and if at the time of discharge of the Learned Receiver any remuneration is awarded by the Hon'ble Court then the same would be paid and borne by the Vendor No. 2 herein exclusively.
15. In terms of the aforesaid mutual agreement the partnership firm APSARA CINEMA was dissolved by virtue of a Deed of Dissolution of Partnership dated 1st May 2013 and the possession under the occupation of Cinema Hall was released and relinquished in favour of SRI KRISHNENDU DUTTA @ KRISHENDU PRADIP DUTTA and SRI SHIRSHENDU DUTTA and steps were also taken for withdrawal and/or dismissal of the pending arbitration proceedings and eventually by an order dated \_\_\_\_\_ passed by the Hon'ble Calcutta High Court the Arbitration proceedings were withdrawn and the Receiver was discharged.
16. By virtue of a Deed of Conveyance dated 4th August 2020 executed by and between the above named (1) SRI KRISHNENDU DUTTA @ KRISHENDU PRADIP DUTTA and (2) SRI SHIRSHENDU DUTTA mentioned therein as Vendors, NISHAT INFRASTRUCTURE PVT. LTD., mentioned therein as Allottee and (1) SRI PRADIP NARAYAN DUTTA, (2) SRI DEB NARAYAN DUTTA & (3) SMT. KANIKA DUTTA, mentioned therein as Confirming

Parties, and registered in the office of the District Sub-Registrar – I at Howrah in Book No. I, Volume No. 0501-2020, at Pages 88604 to 88651, Being Deed No. 050102494 for the year 2020, the said NISHAT INFRASTRUCTURE PVT. LTD., the owner/vendor/Promoter herein, purchased the schedule property without any encumbrances for valuable consideration therein mentioned.

17. By virtue of transfer in the manner aforesaid the Owner/Promoter is thus the absolute owner of the schedule property being **ALL THAT** piece or parcel of land measuring 36 (thirty six) Cottahs (59 decimals) together with structure standing thereon, situated at **R.S. Dag No.: 2476, L.R. Dag No.: 2708. L.R. Khatiyani No.: 5234, Mouza- Bikihakola, J.L. No. 18, Police Station Panchla District Howrah within the territory limits of Bikihakola Gram Panchayat**, as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written with all right title and interest appertaining thereto and have been exercising their right as the joint absolute owners in respect thereof without any let hindrance claim question or demand from any quarter.
18. The Owner/Promoter has voluntarily decided to develop the schedule property by constructing a multi storied building thereat in accordance with the Building Plan sanctioned by the competent authorities of the Howrah Zilla Parishad.
19. The schedule property described in the First Schedule is earmarked for the purpose of constructing a residential multistoried building comprising of residential Units and the said project and the building shall be known as **“UNIQUE SHOPPING MALL”**.
20. The Howrah Zilla Parishad has granted the commencement certificate to develop the Project vide approval bearing No. \_\_\_\_\_ dated \_\_\_\_\_;
- XXV. The Owner/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Howrah under registration No. **WBRERA**\_\_\_\_\_ **on** \_\_\_\_\_.

### PART – VIII

#### **(ADDITIONAL PROVISIONS/RESTRICTIONS)**

1. The Allotees shall use the designated Unit for commercial purpose only being the purpose for which the designated Unit has been purchased by the Allotee.
2. The Allotee shall have unfettered right to mutate his/her/their name(s) in the assessment records of the Howrah Zilla Parishad and also get the designated Unit separately assessed as a separate unit on the records of the Howrah Zilla Parishad or on the records of any other statutory, non-statutory or local body or bodies.
3. So long the designated Unit and/or the Units of other allottees of the building are not separately assessed for payment of Panchayat rates and taxes, the

Allotee shall pay proportionate share of the consolidated Panchayat Tax, Water Tax, Lift Tax and other levies assessed in respect of the property on and from the date of possession or the date of execution of final conveyance, whichever is earlier.

4. The Allotee shall maintain at his cost the designated Unit all along in good condition, state and order in which it is delivered and shall abide by all bye-laws, rules and regulations of the Government, Howrah Zilla Parishad and/or Society of the building or any other authorities and local bodies and shall attend answer, observe and perform all terms and conditions contained in this Agreement.

5. The Allotee shall be bound to pay maintenance charges @ **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_) per square feet on the indicated floor area of the designated Unit to the Owner/Promoter for the maintenance of the building (excluding charges for installation and running of generator) and upon the formation of the society, to the Society. The maintenance charges shall be payable in advance for 6 (six) months twice every year, once in January and once in July; provided that so long the society is not formed by the co-owner of the building, the Owner/Promoter shall maintain the building and the Allotee shall pay his/her/their share of maintenance charges to the Owner/Promoter to avail common facilities and amenities; provided further that delay in formation of society shall not be a ground for non-payment of maintenance charges by the Allotee to the Owner/Promoter.

6. The Allotee shall be bound to obey rules, regulations and laws framed by the Owner/Promoter or the society and upon formation of the society the Allotee shall become the member of the society formed by the Owner/Promoter only and no other society shall be formed in the said building without the written consent of the Owner/Promoter.

7. In the event if the Allotee fails to make payment of maintenance charges punctually and regularly as stipulated hereinabove then the Allotee shall not be entitled to the services including essential services provided by the Owner/Promoter and the Owner/Promoter shall have the right to withdraw the services of filtered water and lift/elevator with immediate effect and the same shall not be restored till the Allotee makes payment of the current as well as arrear maintenance charges to the vendor together with interest @ 12% per annum on the unpaid arrears from the date of default till its repayment.

8. The Allotees shall not be entitled to cause damage to the main structure of the building and shall not be entitled to change the outer elevation of the Building unless a decision is taken by the building association in consultation with a qualified Engineer.

9. The Allotee shall not be entitled to change the name of the building under any circumstances and the building shall always be known and called as **“UNIQUE SHOPPING MALL”**.

10. The Allotee shall neither keep nor store in the designated Unit or in common passage any explosive inflammable or combustible articles or any other articles of hazardous nature or which are too heavy and likely to affect and damage the construction of the main structure of the said building.

11. The Allotee shall not commit or permit to be committed any alteration or changes in pipes, conduits, cables and outside fittings serving the said building except replacement as may be required.

12. The Allotee shall not be entitled to wash his car either in the car parking space or in the common areas of the schedule property under any circumstances.

13. The Allotee shall not be entitled to raise any structure in the parking area or the schedule car parking space of any nature, whatsoever, under any circumstances.

14. The Allotee shall be entitled to the following common facilities and amenities in respect of the schedule Unit as well as in the common areas in the new building at the schedule property:-

- a) 24 Hour common Water Supply.
- b) 24 Hour CCTV Surveillance monitoring.
- c) Round the clock deployment of security guards.
- d) Well Equipped and regularly monitored Drainage System.
- e) Efficient & Reliable Fire Fighting & Fire Detection System.

**IN WITNESS WHEREOF** the Parties hereto have put their respective signature and seal on the day, month and year first above written/mentioned.

\_\_\_\_\_  
**SIGNATURE OF THE OWNER**

\_\_\_\_\_  
**SIGNATURE OF THE ALLOTEE**

**Signed and delivered By the Executants in The presence of the Following witnesses:-**

1.

2.

Prepared by me;

Advocate.

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_  
\_\_\_\_\_) from the within named Allottee as and by way of advance  
or part payment of consideration in terms of this agreement for sale in presence of  
witnesses.

\_\_\_\_\_  
**SIGN OF THE OWNER/PROMOTER**

**SCHEDULE "B"**  
**(MAPS/PLANS)**

1. **PROJECT LAND**
2. **DESIGNATED UNIT AND CAR PARKING SPACE**

**SCHEDULE "C"**  
**(PAYMENT SCHEDULE)**

<b>SL.</b>	<b>PARTICULARS</b>	<b>AMOUNT (Rs.)</b>
1.	10% on the date of this agreement	
2.	10% on commencement of Piling work	
3.	10% on commencement of Basement casting	
4.	10% on commencement of Ground floor slab	
5.	10% on commencement of 1 <sup>st</sup> floor slab	
6.	10% on commencement of 2 <sup>nd</sup> floor slab	
7.	10% on commencement of 3 <sup>rd</sup> floor slab	
8.	10% on commencement of 4 <sup>th</sup> floor slab	
9.	10% on commencement of 5 <sup>th</sup> floor slab	
10.	5% on completion of flooring of the unit	
11.	5% on the date of possession or Registry of Deed along with other charges in terms of this agreement	
	<b>TOTAL</b>	



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DATED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2024

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AGREEMENT FOR SALE

*BETWEEN*

M/S.NISHAT INFRASTRUCTURE (P) LTD.

...OWNER/PROMOTER

AND

\_\_\_\_\_  
...ALLOTEE

REGARDING

