

# **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("Agreement") executed on this  
day of \_\_\_\_\_, 2024 **BY AND BETWEEN MAYFAIR PROPERTIES,**  
**PAN-AAGFM2513C,** a registered Partnership firm,

constituted under the Indian Partnership Act, 1932, having its registered Office at '**JASMINE TOWER**' Sixth Floor, 31, Shakespeare Sarani, Post Office and Police Station-Shakespeare Sarani, Kolkata-700017, represented herein by one of its Partner and authorized signatory **MR. RAHUL GUPTA, PAN-AECPG0849R**, having Aadhar No.6839 7322 7808, Son of Sri Shishir Kumar Gupta, by Religion-Hindu, by Citizen-Indian, by Occupation-Business, working for gain at '**JASMINE TOWER**' Sixth Floor, 31, Shakespeare Sarani, Post Office and Police Station-Shakespeare Sarani, Kolkata-700 017 , hereinafter referred to as the "**OWNER/PROMOTER**" (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successor-in-office, legal representatives and assigns) of the **FIRST PART**

**AND**

, hereinafter called the "**ALLOTTEE**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

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

**WHEREAS:**

- A. The Owner/Promoter herein is the absolute and lawful Owner of **ALL THAT** piece and parcel of land measuring about 299.50 Sq.Meters equivalent to 4.48 Cottahs i.e. 4 (Four) Cottahs, 7 (Seven) Chittacks and 31 (thirty one) sq.ft. be same or little more or less with structure standing thereon being Premises No.16-0633 in Street No.0633 (Erstwhile Plot No.961 in Block No. AA- II B) Category HIG (individual –II) situated in the Jyoti Basu Nagar (Erstwhile New Town), Police Station–New Town, District- North

24 Parganas presently in the Panchayat Area falling in Mouza-Recjuani, J.L. No.13, under Rajarhat-Bishnupur-I Gram Panchayat, morefully mentioned in the Schedule-A1.

- B. The Said Land is earmarked for the purpose of building a residential housing project comprising multistoried apartment buildings, car parking spaces and other constructed areas, and the said project shall be known as 'MAYFAIR PARK VIEW' ("Project").
- C. The Said Land is earmarked for the purpose of plotted development of a residential housing project, comprising                      plots and the said project shall be known as 'MAYFAIR PARK VIEW' ("Project")

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

- D. The Owner/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;
- E. The NKDA Authority has granted the commencement certificate to develop the project 'MAYFAIR PARK VIEW' vide approval dated bearing No. PIN: R0160063320210730 .
- F. The Owner/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from NKDA vide Building Permit being No. PIN: R0160063320210730 dated 30-July-2021 . The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Owner/Promoter has registered the Project under the provisions of the Act with the

West Bengal Real Estate Regulatory Authority (WBREERA) at Kolkata on  
under Registration No. \_\_\_\_\_ .

- H. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq.ft. type \_\_\_\_\_, on \_\_\_\_\_ floor in Block/Tower No. \_\_\_\_\_ along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft. in the \_\_\_\_\_ as permissible under the applicable law and of pro rata share in the common areas (Common Areas) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment") more particularly described in Schedule-A and the floor plan of the apartment is annexed hereto and marked as Schedule-A2.
- 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. The Promoter may in future develop further phases on the Land parcels adjacent to said premises, and reserve the right to share common infrastructure i.e. driveway and other amenities with such future phase/phases in terms of Rule 10 under the said act.
- 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 Promoter hereby agrees to sell and the

Allottee hereby agrees to purchase the Apartment as specified in Schedule-A2.

**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:**

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 Apartment as specified in paragraph H.

The Total Price payable for the Apartment based on the carpet area is Rs. (Rupees ) only

Block/Building/Tower No.	Rate of Apartment per square feet
Apartment No. Type..... Floor.....	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Service Tax, G.S.T. and C.G.S.T. , if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, up to the date of handing

over the possession of the apartment;

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of includes 1) Pro rata share in the common areas, and if, Garage(s)/closed parking (s) as provided in the agreement.

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

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

The Promoter may allow, in its sole discretion, a rebate for early payments of

installments payable by the Allottee by discontinuing such early payments @ NIL per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

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

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

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

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

It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with \_\_\_\_\_ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not



form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Building/Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project namely MAYFAIR PARK VIEW shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972;

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

The Allottee has paid a sum of Rs. (Rupees ) only equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment paid at the time of application the receipt of which the Promoter hereby

acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule-C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:**

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

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable

guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the apartment to the allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues

payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule-C ('Payment Plan').

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

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

7. **POSSESSION OF THE APARTMENT:**

**Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the Apartment on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project) (Force Majeure). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the

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

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

**Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and

such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee-** After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority; as the case may be, as per the local laws.

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

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with

the terms of this Agreement, duly completed by the date specified herein along with grace period; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days as compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the[Apartment].;

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with

- respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - (vii) The Promoter has not entered into any agreement for sale and/or any other development agreement or any other agreement/arrangement with any person or party with respect to the said Apartment including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
  - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of the allottees;
  - (x) The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule property;
  - (xi) The Promoter has duly paid and shall continue to pay until handover and discharge all governmental dues, rates, charges and taxes and other monies,



levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) That the Property is not Waqf Property.

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

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the

Allottee be required to make the next payment without any penal interest;

or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within 45 days of receiving the termination notice;

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

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

this Agreement shall thereupon stand terminated.

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

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

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the total price of the apartment.

**12. DEFECT LIABILITY:**

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

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

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

The Allottee hereby agrees to purchase the Apartment 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 allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

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

15. **USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the MAYFAIR PARK VIEW, 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. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

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

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any

hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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

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

21. **BINDING EFFECT:**

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

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between

the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

23. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

The 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. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**



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

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

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

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other

place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

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

	Name of the Allottee
	(Allottee Address)
M/s.	Promoter Name
	(Promoter Address)

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

**31. JOINT ALLOTTEES:**

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

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement

shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and 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 Arbitration and Conciliation Act, 1996.

The additional terms and conditions mention hereunder are as agreed between the Promoter and the Allottee of the project, the same are not in derogation of or inconsistent with the terms and conditions set out above (clause No. 1 to 33) or the HIRA Act and the Rules and Regulation made thereunder.

**34. ADDITIONAL TERMS AND CONDITIONS:**

The Allottee prior to execution of the Deed of Sale nominates his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.

The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in *Schedule-D* and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour,

shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional

FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this project and in that case the Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owner of the Adjoining land which shall be perpetually binding upon the Apartment Owner of this project and their Association. The Promoter may extend the size of the project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

The Possession Date has been accepted by the Allottee. However, if the said

Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

In the event of cancellation of allotment 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 Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

The Allottee is aware that the net usable land area of the project is 299.50 sq.mt. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the

other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter **PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against

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

The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. The Allottee shall before taking possession of the apartment pay @Rs.30/- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance for the initial period of one year. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions,



inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.

- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re- constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, Firefighting equipment, Intercom etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment/unit of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance

charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> centigrade and which do not amount to structural

defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project 'MAYFAIR PARK VIEW' and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

That on and from the date of possession of the said Apartment / unit, the Allottee shall:

- a. Co-operate in the management and maintenance of the said project 'MAYFAIR PARK VIEW'.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed,

for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per men sum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - i) to discontinue the supply of electricity to the "Said Unit".
  - ii) to disconnect the water supply
  - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
  - iv) to discontinue the facility of DG Power back-up
  - v) to discontinue the usage of all amenities and facilities provided in the said project 'MAYFAIR PARK VIEW' to the Allottee and his/her/their family members/guests.
- e. The above said discontinuation of some services and facilities shall not be

restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

- f. Use the said Apartment/unit for residential purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not to consume alcohol or any other drugs inside the campus.
- j. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- k. Not to place or cause to be placed any article or object in the common area.
- l. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- m. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- n. Not to make any addition, alteration in the structure of the building,

internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.

- o. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owners and/or occupiers of the said project.
- p. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- q. Not to close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter/Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Association may affect the elevation in respect of the exterior walls of the said building.
- r. Not to use the said Apartment or permit the same to be used for any

purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- s. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- t. Not to let out or part with possession of the Car/Two- wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- u. Not to encumber the said Apartment / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment / unit in favour of the Allottee.

- v. Cooking shall be allowed. Not to use any other covered/ enclosed area of the said project 'MAYFAIR PARK VIEW' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants cooking shall be allowed. Not to use the any other covered/ enclosed area of the said project 'MAYFAIR PARK VIEW' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals.
- w. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project. To pay for, in case of use the electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- x. To ensure that all interior work of furniture, fixtures and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

Further the natural products like wood, marble, granite, stones etc due to its inherent nature may have variation in colour and design and sometimes after installation small



cracks develop on the surface for which the filling material is applied. The purchaser shall not raise any objection for the same.

**SCHEDULE-A**  
**(SAID LAND)**

**ALL THAT** piece and parcel of land measuring about 299.50 Sq.Meters equivalent to 4.48 Cottahs i.e. 4 (Four) Cottahs, 7 (Seven) Chittacks and 31 (thirty one) sq.ft. be same or little more or less with Ground Plus storied building standing thereon being Premises No.16-0633 in Street No.0633 (Erstwhile Plot No.961 in Block No. AA- II B) Category HIG (individual –II) situated in the Jyoti Basu Nagar (Erstwhile New Town), Police Station – New Town, District- North 24 Parganas presently in the Panchayat Area falling in Mouza- Recjuani, J.L. No.13, under Rajarhat-Bishnupur-I Gram Panchayat, butted and bounded as follows :-

**ON THE NORTH** : By premises No.23-0643 & premises no.21-0643  
**ON THE SOUTH** : By Street no.0633 (12M.Wide Road)  
**ON THE WEST** : By Premises no.14-0633  
**ON THE EAST** : By Street No.0588 (12 M Wide Road)

**SCHEDULE-A1**

**(DETAILS OF OWNERSHIP)**

**WHEREAS** the West Bengal Housing Infrastructure Development Corporation Limited, a Government Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide order No.1490-HI/HGN/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999, in respect of the Planning Area declared as such under Notification No.1423/HI/HGN/ NTP/1M-1/98 dated 27<sup>th</sup> August, 1999, hereinafter referred to as the WBHIDCO LIMITED, having its registered office at Salt Lake

Stadium Complex, Gate No.3, Sector –III, Salt Lake, Kolkata – 700098, has a statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the Collector, North 24 – Parganas and Collector, South 24 Parganas, on the requisition of Government in the Housing Department by and under a good number of Land Acquisition Cases had acquired large chunk of land, and the same has been duly vested in the Government absolutely free from all encumbrances under Section 16 of the Land Acquisition Act, 1894.

**AND WHEREAS** the said Collectors thereafter duly transferred right title and interest in the said lands and also made over vacant possession over the said land to the WBHIDCO LIMITED free from all encumbrances upon payment of the price for compensation money for such lands.

**AND WHEREAS** upon such transfer of land and possession thereof being handed over to the WBHIDCO LIMITED, the WBHIDCO LIMITED was lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the schedule hereunder written.

**AND WHEREAS** the WBHIDCO LIMITED, in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township.

**AND WHEREAS** after having developed the said lands and building infrastructure thereon the WBHIDCO LIMITED had demarcated afresh the said acquired lands in several

plots under different categories and had made the same ready for allotment and sale to the prospective buyers.

**AND WHEREAS** the Sri Ranadhir Deb, Son of Late Rasaraj Deb, applied to the said WBHIDCO LIMITED for purchase of a piece and parcel of land being acquired portion thereof after complying with all formalities for allotment of such land by the WBHIDCO LIMITED.

**AND WHEREAS** by a letter of offer of allotment for Freehold of plot of land vide Memo No.HIDCO/ADMN-311/2002/7169 (191) dated 18/03/2002 the General Manager (Administration)/Additional General Manager (Marketing) WBHIDCO duly allotted a plot of land measuring 300 Sq.mt. equivalent to 4.48 Cottahs more or less in action area –II under Category HIG-Ind-II, Plot No.AA-IIB/961(Corner) in Block No.B , New Town, Calcutta comprising with Mouza – Recjuani, J.L. No.13, Premises No. 16-0633 in Street No.0633 (12 M wide) (Plot No.961 in Block No. AA-II B ) Police Station- New Town, District- North 24 Parganas, presently in the Panchayat area under Rajarhat-Bishnupur- I-Gram Panchayat.

**AND WHEREAS** by an indenture of sale made on 24<sup>th</sup> day of August, Two Thousand and Eleven, the WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, a Government Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide order No.1490-HI/HGN/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999, in respect of the Planning Area declared as such under Notification No.1423/HI/HGN/ NTP/1M-1/98 dated 27<sup>th</sup> August, 1999, hereinafter referred to as the WBHIDCO LIMITED, having its registered office at Salt Lake Stadium Complex, Gate No.3, Sector –III, Salt Lake, Kolkata – 700098, represented by

the Managing Director or Joint Managing Director/General Manager (Administration)/Additional General Manager (Administration)/ Additional General Manager (Marketing) of the said State Government Company who is so authorized by the Managing Director for the purpose of execution of the said Indenture, sold transferred and conveyed free from all encumbrance **ALL THAT** piece and parcel of land measuring about 299.50 Sq. Metres be same or little more or less being premises No.16-0633 in Street No.0633 (12 M Wide) ( Plot No.961 in Block No. AA-II B) Category HIG (individual –II) situated in the Jyoti Basu Nagar (Erstwhile New Town), Police Station – New Town, District- North 24 Parganas presently in the Panchayat Area falling in Mouza -Recjuani, J.L. no. 13 under Rajarhat-Bishnupur- I -Gram Panchayat at and for the consideration as mentioned in the said Indenture of Sale. The said Indenture of Sale was registered in the office of the Additional District Sub-Registrar, Bidhan Nagar, North 24 Parganas, West Bengal and recorded in Book No.I, C.D. Volume No.18, Pages from 4107 to 4122, being no.10361 for the year 2011 .

**AND WHEREAS** by a notice bearing no M-3116 HIDCO/ ADMN-311/ 2002/ AA-II B/ 961 Mktg dated 20/09/2011 the Addl. General Manager (Mktg)/ Addl. General Manager (Admn) requested The Chief Engineer (Estate Management) to hand over possession to Sri Ranadhir Deb as such on 20<sup>th</sup> September 2011 by a Memorandum of Possession of Plot bearing no. MP-I/HIDCO/CE (EM)/22/2760 dated 20/09/2011 the Chief Engineer (Estate Management) handed over possession of the plot being premises No.16-0633 in Street No.0633 (12 M Wide) ( Plot No.961 in Block No. AA-II B) Category HIG (individual –II) situated in the Jyoti Basu Nagar (Erstwhile New Town), Police Station – New Town, District- North 24 Parganas presently in the Panchayat Area falling in Mouza -Recjuani, J.L. No. 13 under Rajarhat-Bishnupur- I -Gram Panchayat which was registered in the office of the

Additional District Sub-Registrar, Bidhan Nagar, North 24 Parganas, West Bengal and recorded in Book No.I, C.D. Volume No.18, Pages from 4107 to 4122, being No.10361 for the year 2011 and delivered possession thereof free from all encumbrances and such possession was duly accepted by the said Sri Ranadhir Deb.

**AND WHEREAS** by a Deed of Sale dated 26<sup>th</sup> day of September, 2011 the said Sri Ranadhir Deb, Son of Late Rasaraj Deb sold, transferred and conveyed free from all encumbrances **ALL THAT** piece and parcel of land measuring about 299.50 Sq.Meters equivalent to 4.48 Cottahs i.e. 4 (Four) Cottahs, 7 (Seven) Chittacks and 31 (thirty one) sq.ft. be same or little more or less with structure standing thereon being Premises No.16-0633 in Street No.0633 (Erstwhile Plot No.961 in Block No.AA-IIB) Category HIG (individual –II) situated in the Jyoti Basu Nagar (Erstwhile New Town), Police Station – New Town, District- North 24 Parganas presently in the Panchayat Area falling in Mouza- Recjuani, J.L. No.13, under Rajarhat-Bishnupur-I Gram Panchayat **TOGETHER WITH** all sorts of easement right as attached thereto to Mayfair Properties, being represented therein by its Partners i) Mr. Rahul Gupta, Son of Mr. Shishir Kumar Gupta and ii) Mrs. Mina Gupta, wife of Mr. Shishir Kumar Gupta, the Vendor herein at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the Additional District Sub-Registrar Bidhan Nagar and recorded in Book No.I, CD Volume No.19, Pages from 6900 to 6918, being No.11270 for the year 2011.

**AND WHEREAS** the present Owner Mayfair Properties after purchase of the aforesaid property, duly mutated its name in the Assessment Register of the WBHIDCO and the said Authority granted mutation certificate to the present owner herein.

**AND WHEREAS** the abovenamed Owner is seized and possessed of and sufficiently

entitled to as absolute owner of the said property comprising with **ALL THAT** piece and parcel of land measuring about 299.50 Sq.Meters equivalent to 4.48 Cottahs i.e. 4 (Four) Cottahs, 7 (Seven) Chittacks and 31 (thirty one) sq.ft. be same or little more or less with structure standing thereon being Premises No.16-0633 in Street No.0633 (Erstwhile Plot No.961 in Block No.AA-IIB) Category HIG (individual –II) situated in the Jyoti Basu Nagar (Erstwhile New Town), Police Station – New Town, District- North 24 Parganas presently in the Panchayat Area falling in Mouza- Recjuani, J.L. No.13, under Rajarhat-Bishnupur-I Gram Panchayat and has been possessing and enjoying the said property free from all encumbrances by paying taxes to the Competent Authority.

**AND WHEREAS** the Vendor herein for the purpose of making construction of building, took sanction of Building Plan as per Building Permit No. dated and constructed the Ground Plus Storied Building and completed the entire construction in conformity with the Plan, sanctioned by the .

### **SCHEDULE-A2**

#### **(APARTMENT)**

**ALL THAT** the Residential Apartment (under construction), being No. , on the floor, total measuring sq.ft. super built-up area (more or less) and corresponding carpet area of the apartment is sq.ft. more or less (excluding balcony open terrace), (' \_ ' type flat as per sanctioned plan vide No. dated being No. on Floor) together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the said Housing Complex 'MAYFAIR PARK VIEW' at Mouza-Recjuani, J.L. No.13, Municipal Holding being Plot No.AA-IIB/961 Category HIGI-II, Action Area-IIB, Police Station – New Town, District- North 24 Parganas under Rajarhat-Bishnupur-I Gram Panchayat.

**SCHEDULE-B****(PRICE)**

Price for the Apartment	Rs.	/-
Price for car parking (Space No. )	Rs.	/-
<b>TOTAL Price</b>	Rs.	----- /----- =====

(Rupees ) only

**SCHEDULE-C****(PAYMENT PLAN)**

SL. NO.	PERCENTAGE OF CONSIDERATION	PARTICULARS	Amount (Rs.)
1	20%	Application/Booking/ Agreement On or within	
2	15%	On foundation	
3	10%	On casting of ground floor	
4	10%	On casting of 1 <sup>st</sup> floor	
5	10%	On casting of 2 <sup>nd</sup> floor	
6	10%	On casting of 3 <sup>rd</sup> floor	
7	10%	On casting of 4 <sup>th</sup> floor	
8	10%	On completion of brick work	
9	5%	On Possession	
		<b>TOTAL</b>	<b>Rs.</b>

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

**SCHEDULE-D****(SPECIFICATIONS, AMENITIES & FACILITIES)**

- FOUNDATION** : Reinforced cement concrete of strip foundation.
- STRUCTURE** : Reinforced cement concrete frame structure and walls of traditional red Bricks as per design.
- TREATMENT** : Anti-termite treatment during various stages of construction.
- PROOFING** : Waterproofing wherever required

- ENTRANCE LOBBY** : Flooring vitrified tiles, wall combination of tiles and P.O.P. Finish
- TYPICAL FLOOR LOBBY** : Flooring vitrified tiles, wall combination of tiles and P.O.P. Finish.
- ELEVATION** : Aesthetically designed and externally painted.
- WALL FINISH** : Interior Wall: Plaster, P.O.P. finish.  
Exterior Wall: Plaster and acrylic emulsion paint.
- CEILING** : P.O.P. Finish.
- FLOORING & DADO** : Vitrified tiles in Living & Dining area and Bedrooms. Ceramic tiles in kitchen floor. Anti-skid ceramic floor tiles and ceramic wall tiles upto door height in Apartment Toilets.
- TOILET** : Esco Standard or equivalent make sanitary ware CP fittings, shower enclosure in attached toilets with bedrooms, hot and cold water provision for Apartment Toilets.
- DOOR** : Main door with decorative laminate on one side.  
Basic teak type Flush Door with wooden frame.
- OTHER DOORS:** Flush door with wooden frame.  
Branded locks and hardware fittings of Yale, Hafle, Dorset or equivalent make.
- WINDOW** : Aluminium windows with glass panes, provision for installation of exhaust fan at kitchen & toilets.
- KITCHEN** : Granite counter top Dado of ceramic tiles above counter level upto 2 feet height with stainless steel sink.
- WATER SUPPLY** : 24 - hour treated water supply.



- ELECTRICAL** : PVC conduit pipe with copper wiring, MCBs/ELCBs with sufficient power point for electricity, intercom etc. & other necessary gadgets inside the apartment & aluminum cable outside. Fire resistant wires with premium modular switches of Anchor or equivalent make with quality earthing for all electro-mechanical gadgets.
- ELEVATOR** : lifts of OTIS or equivalent make.

**SCHEDULE-E****(COMMON AREAS, AMENITIES & FACILITIES)**

1. Driveway
2. Security Room
3. Entrance lobbies
4. Staircases and such other commons areas earmarked for Common use
5. Electrical Meter space
6. Overhead Water Tank
7. Underground Water Reservoir
8. Staircase Overhead
9. Lifts
10. Drainage & sewage lines

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

**SIGNED AND DELIVERED BY THE WITHIN**

**NAMED OWNER/PROMOTER:**

**SIGNED AND DELIVERED BY THE WITHIN  
NAMED ALLOTTEE:** (including joint buyers)

Affix  
Photograph  
and Sign  
Across

(1) Signature:

Name: .....

Affix  
Photograph  
and Sign  
Across

(2) Signature:

Name: .....

At Kolkata on .....

in the presence of:

**WITNESSES:**

1. Signature:

Name:

Address:

Affix  
Photograph  
and Sign  
Across

2. Signature: Name:

Address:

Plan (Annexure-C)

Drafted by:

Advocate

Enrollment No.

Typed by:

**MEMO OF CONSIDERATION**

**RECEIVED** Rs. /- (Rupees ) only from the Purchaser /Allottee as advance money for the said Flat and Car Parking space sold hereby as per following Memo:-

<b>Cheque No.</b>	<b>Date</b>	<b>Drawn on</b>	<b>Amount (Rs.)</b>
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**TOTAL** Rs. \_

(Rupees ) only

**WITNESSES:**

1.

2.

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**SIGNATURE OF THE OWNER/PROMOTER**