

ANNEXURE 'A'  
[SEE RULE 9]  
AGREEMENT FOR  
SALE

THIS AGREEMENT FOR SALE made this                    th day of ..... , 2024

B E T W E E N

(1a)UMA BANERJEE, wife of Late Nanda Dulal Banerjee,(PAN: CBOPB3364D), (1b) CHANDRANATH BANERJEE, son of Late Nanda Dulal Banerjee, (PAN: ALZPB6365R), (1c) SOMA BANERJEE,daughter of Late NandaDulal Banerjee (PAN: CYGPB0895K) and (1d) HASI MUKHERJEE,daughter of Late Nanda Dulal Banerjee (PAN: DBPPM9417J), (2a)PALASHI BANERJEE, wife of Late Samir Banerjee,(PAN: BLNPB6250N), (2b)PRITHA BANERJEE, daughter of Late Samir Banerjee, (PAN: BLNPB6252Q), (2c) SASWATA BANERJEE, son of Late Samir Banerjee, (PAN: ECTPB4996R),(3a) NANDITA BANERJEE, wife of Late Swapan Banerjee, (PAN: AYIPB4803A), (3b) BADSHA BANERJEE, Son of Late Swapan Banerjee, (PAN: DFQPB8291J), (3c) AYUSHMAN BANERJEE, Son of Late Swapan Banerjee,(PAN: CDAPB1470L), (4) DEBABRATA BANERJEE, son of Late Narayan Chandra Banerjee (PAN: ALXPB4768N) (5a) SUCHITRA BANERJEE, wife ofLateTapan Kumar Banerjee, (PAN:

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BLNPB6249P) and (5b) RAJA BANERJEE, son of Late Tapan Kumar Banerjee,(PAN: AWMPB6928Q) all residing at Premises no. 3, Chandigarh Main Road, Post Office and Police Station: Madhyamgram, District 24-Pargana (N), West Bengal, 700130 hereinafter collectively referred to as OWNERS of the first Land , GOURI RANI KAR, wife of Late Phanibhusan Kar (PAN: FTSPK9485B), (2) ARUN KAR, having (PAN: DZYPK1519Q), (3) TARUN KAR, having (PAN: EAMPK4940R), and (4) GAUTAM KAR, having (PAN: DIDPK1496L), all sons of Late Phanibhusan Kar and all residing at Premises no. 3/1, Chandigarh Main Road, Post Office and Police Station: Madhyamgram, District 24- Pargana (N), West Bengal, 700130 hereinafter collectively referred to as OWNERS of the second Land and both owners of the first Land and second Land being hereinafter collectively referred to as LAND OWNERS (which expression unless repugnant to the context shall deemed to mean and include their respective heirs, successors, executors, nominees and assigns) of the FIRST PART

The land owners are represented by ARUP CREATIONS PRIVATE LIMITED, (PAN: AAQCA6279A), a Private Limited Company incorporated under the Companies Act, 2013 (18 of 2013) having its registered office at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203, represented by its Directors (1) ARUP BANDYOPADHYAY, (PAN: AEAPB5997B), son of late Benoy Kumar Bandyopadhyay and (2) TITAS BANDYOPADHYAY THAKUR, (PAN: AHQPB9796D), wife of:- Arup Bandyopadhyay, both by faith: Hindu, by occupation: business, by Nationality: Indian, residing at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203 vide two Registered Power of Attorney, (i) being No. – 04790/2022, recorded in book No – I, Volume No – 1525-2022, Page From – 145118 to 145176, (ii) being No. – 15908/2021, recorded in book No – I, Volume No – 1525-2021, Page From – 459712 to 459747, both the 'Power of Attorney' Deeds were registered before D.S.R.-III – North 24 Parganas at Barasat,

AND

ARUP CREATIONS PRIVATE LIMITED, (PAN: AAQCA6279A), a Private Limited Company incorporated under the Companies Act, 2013 (18 of 2013)having its registered office at 91/92A, Raja Rammohan Roy Sarani,

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wife of:- Arup Bandyopadhyay, both by faith: Hindu, by occupation: business, by Nationality: Indian, residing at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203 hereinafter referred to as PROMOTER/CONFIRMING PARTY (which expression unless excluded by or repugnant to the subject be deemed to mean and include its successors in office, nominee or nominees and/or assigns) of the SECOND PART.

AND

.....  
.....hereinafter called and referred to as the "PURCHASER"/"ALLOTTEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

NOW THIS INDENTURE OF AGREEMENT FOR SALE WITNESSETH THAT :-

ARTICLE-I DEFINITION AND CLASSIFICATION

1)LAND SHALL MEAN :-

A. (Description of FIRST LAND):

ALL THAT the piece and parcel of land measuring 34.25 Decimals together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No, 146, Pargana: Anwarpur, Comprised in R.S. Dag No. 90 (34.25 Decimals), and L.R. Dag No. 1591(26 Decimal) and 1592 (8.25 Decimal),corresponding to R.S. Khatian No. 393, 394 and 395, being L.R. Khatian No. 776, 777, 778, 779, 780 & 781, within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19(part) and formerly 20, Chandigarh Main Road, A.D.S.R.O Barasat, P.S: Madhyamgram, Block:Barasat-II, District: North 24Parganas.

B. (Description of SECOND LAND) :-

ALL THAT piece and parcel of land measuring 11 Decimals together with all structures standing thereon, lying and situated at Mouza: Chakraghata,J.L no. 26, Touzi No: 146, Re.Sa. 136, Pargana: Anwarpur, Comprised in Dag No. 72 & 116, and L.R. Dag No. 1593 corresponding to R.S. Khatian No. 121 and 126, being L.R. Khatian No. 955, 956, 957 & 958, (Total area of Land- 11 Decimal), within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19 formerly 17, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, 24pg

- 2)NEW BUILDING OR BUILDINGS : shall mean the building intended to be constructed as per (G+.....) building plan to be approved by the authority concerned wherein self contained residential flats, office/s or commercial spaces and car parking spaces and Semi-Commercial spaces, common spaces, open spaces which will be available in the said project with all modern facilities and amenities as per specification of works mentioned in Schedule A part III, in different blocks.
- 3)LAND OWNER : shall mean the present owners.
- 4) PROMOTER : Shall mean ARUP CREATIONS PRIVATE LIMITED, (PAN: AAQCA6279A), a Private Limited Company incorporated under the Companies Act, 2013 (18 of 2013) having its registered office at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203,
- 5)COMMON FACILITIES & AMENITIES :- shall mean and include proportionate share of land, corridors, stair cases, top roof, passages, paths, common latrine, bathroom, pump room, water reservoir, over head tank, water pump, main electric line, common electric meter space, water line, sewerage and drainage and amenities which will be available therein the said project including common maintenance and management of the new building.
- 6) COVERED AREA :- shall mean measurement of the inside Flat/Unit together with thickness of the walls of all the sides and joints of the Flat(s)/ Unit(s).
- 7)SUPER BUILT-UP AREA :- shall mean and include covered area plus built-up area plus proportionate common areas, common spaces, open space, lobbies reservoir, septic tank and water tank and other areas of common enjoyments in the said project and/or proposed building or buildings which will be added to the maximum component of 25% (Twenty five) percent with covered area to find super built-up area.
- 8)UNIT CONSTRUCTION AGREEMENT :- shall mean the two Development Agreements, (i) being No. – 15889/2021 dated 15.12.2021, (ii) being No.15891/2021 dated 15.12.2021 & Supplementary to the agreement No.– 15889/2021 dated 15.12.2021, being No. 04768 /2022 dated 15/03/2022 and two Development Power of Attorney deeds, (i) being No. – 04790/2022 dated 15.03.2022, (ii) being No. – 15908/2021 dated 15.12.2021 and all the Deeds are registered before the D.S.R.-III – North24 Parganas at Barasat.
- (9)THE ARCHITECT :- shall mean the person or persons who will be appointed by the Promoter for designing and planning of the said building who may perform or run constructional works without any interference and disturbances from the either part.
- 10)BUILDING PLANS :- shall mean the Building Plan prepared by the Architect of the Promoter over the Schedule mentioned land and it was duly sanctioned by the concerned authority of Barasat Municipality, being No. 10.....16 dated .....05/09/2022, with legitimate alteration or modification as may be required by the Promoter

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**(1) DEVOLUTION OF TITLE :- (1<sup>st</sup> Land - Land owners No. 1 to 5) :-**

- i. WHEREAS One “Kiran Chandra Bandhyopadhya” was seized and possessed of All that 17.75 Decimals (Approximately) of Agricultural Land comprised in JL no. 26, Re.Sa. no. 138, within Touzi No. 146 under C.S. Khatian No.118, Dag No. 70, in Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry Barasat, in the State of West Bengal as absolute owner thereof.
- ii. AND WHEREAS the said “Kiran Chandra Bandhyopadhya” By a registered Bengali Kobala dated 8th August 1955, transferred his holding in entirety that is 17.75 Decimal of land to one “Bhupendra Nath Mitra” and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I volume no. 74, Pages 45 to 47 being Deed no. 6368 for the year 1955.
- iii. AND WHEREAS one “Jitendra Nath Mitra” and one “Jibon Kumar Dutta” were seized and possessed of 16.50 Decimals adjacent lands by way of registered Bengali Kobala being Deed No. 6370 for the year 1955 and being Deed No. 6371 for the year 1955 respectively before the Sub Registrar Barasat and the said Agricultural Land comprised in JL no. 26, Re.Su. no. 164, under C.S. Khatian no. 118, Dag No. 70, Touzi no. 146, in Mouja: Chakraghata, Pargana: Anwarpur, District 24 Pargana, Police Station and Sub Registry Barasat, in the State of West Bengal was under the joint occupation and both were the absolute owners thereof.
- iv. AND WHEREAS by a Registered Bengali Kobala dated 13 February 1964, the said “Jitendra Nath Mitra” and “Jibon Kumar Dutta” jointly transferred their entire holding in entirety that is 16.50 Decimal of land to one “Bhupendra Nath Mitra” and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I, volume no. 14, Pages 65 to 67, being Deed no. 603 for the year 1964.
- v. AND WHEREAS the Lands were thereafter realigned for the Revenue Settlement under the West Bengal Estates Acquisition Act 1953, and the said “Bhupendra Nath Mitra” thus became absolute owner of a total of 34.25 Decimals of land comprised in JL no. 26, Re.Su. no. 164, under New R.S. Khatian nos. 393 , 394 and 395, in New R.S. Dag no. 90 (Part), Touzi no. 146, Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub

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Registry: Barasat, in the State of West Bengal as the absolute owner thereof.

- vi. AND WHEREAS By a Registered Deed of Conveyance executed on 14th May 1976 the said “Bhupendra Nath Mitra” sold against valuable consideration the said 17.125 Decimals out of 34.25 Decimals of land comprised in JL no. 26, Re.Su. no. 164, under R.S.Khatian nos. 393, 394 and 395, in R.S.Dag no. 90 (Part), Touzi no. 146, in Mouja: Chakraghata, Police Station and Sub Registry: Barasat, Pargana: Anwarpur, in the State of West Bengal to one “Nanda Dulal Banerjee”, one “Tapan Banerjee”, and one “Swapan Banerjee” all since deceased and The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 55, pages 168 to 175, being Deed no. 4488 for the year 1976.
- vii. AND WHEREAS By a Registered Deed of Conveyance executed on 14th May 1976 the said “Bhupendra Nath Mitra” sold against valuable consideration the remaining said 17.125 Decimals land comprised in JL no. 26, Re.Su. no. 164, under R.S. Khatian nos. 393, 394 and 395, in R.S. Dag no. 90 (Part), corresponding to L.R. Dag Nos. 1591 and 1592, Touzi no. 146, in Mouja: Chakraghata, Police Station and Sub Registry: Barasat, Pargana: Anwarpur, in the State of West Bengal to one “Nilima Banerjee”, since deceased, one “Samir Banerjee”, since deceased and one “Debabrata Banerjee” and The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 55, pages 176 to 183, being Deed no. 4489 for the year 1976.
- viii. AND WHEREAS the said 34.25 Decimals of purchased land so purchased by “Nanda Dulal Banerjee”, “Tapan Banerjee”, “Swapan Banerjee”, “Nilima Banerjee”, “Samir Banerjee”, and “Debabrata Banerjee” by way of the afore mentioned Deed, while in possession the said “Nilima Banerjee” died on 17th July 1989 and was survived by her 5 sons namely “Nanda Dulal Banerjee”, “Swapan Banerjee”, “Tapan Banerjee”, “Samir Banerjee” all since deceased and “Debabrata Banerjee”.
- ix. AND WHEREAS the said “Tapan Banerjee” died on 18th January, 2003 and was survived by only “Suchitra Banerjee” as wife and “Raja Banerjee” as son and the said “Swapan Banerjee” died on 18th January 2015 and was survived by only “Nandita Banerjee” as wife and “Badsha Banerjee” and “Ayushman Banerjee” as his sons and the said “Nanda Dulal Banerjee” died on 16th April 2016 and was survived by only “Uma Banerjee” as wife, “Chandranath Banerjee” as the son, “Soma Banerjee” and “Hasi Mukherjee” as the daughters and the said “Samir Banerjee” died on 19th December 2021 after execution of the said Development Agreement and was survived by only “Palashi Banerjee” as wife, and “Pritha Banerjee” and “Saswata Banerjee” as the daughter and Son respectively and are the sole survivors and absolute owners of the SAID LAND more fully described in “SCHEDULE – A Part I” is in accordance with the “Hindu Succession Act”.

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- x. AND WHEREAS the Owners, abovenamed and their predecessor with a view to develop the property on conjunction with the owners of the adjacent plots of Land had got the said land of 34.25 Decimals amalgamated with an area corresponding to 11 Decimals more or less of land falling under L.R. Dag no. 1593 under the BL&LRO Barasat and of ward no. 13 previously ward no. 6 of “Madyamgram Municipality” and renumbered as holding No. 19 previously 17 & 20 of premises “Chandigarh main Road”, and out of the process due to the widening of bounded roads of the plot by the concerned Municipality certain portions of the SAID LAND has also been encroached without objection by the Owners by the Municipal Authority and at present the above named Owner’s are lawfully as well as physically entitled to an area of more or less 30.1 Decimals out of the said entire amalgamated Holding or the Entire Premises.
- xi. The said Banerjees herein and/or their predecessors in interest had on 7th July 2012 entered into Development Agreement with M/S. J&J Construction, a partnership firm constituted by Mr. Biswarup Ghosal son of Late Rebati Bhusan Ghosal and Pintu Chowdhury, son of Sanjit Kumar Chowdhury, having its principal place of business at P-223, CIT Road, P.S. Belegkata Kolkata 700010 on the terms and conditions as mentioned therein and also executed a registered Power
- xii. of Attorney in the office of ARA-III Kolkata dated 7.7.2012 in its book no. IV Volume 6 pages 7001 to 7014 being Deed no. 04072 for the year 2012 in favour of the said Biswarup Ghosal and Pintu Chowdhury. Similarly, the Kars mentioned first above (whose devolution of property is thereafter had executed Development Agreement and a Power of Attorney registered in the office of ARA-III Kolkata dated 17.10.2012 in its book no. IV Volume 10 pages 1077 to 1089 being Deed no. 06368 for the year 2012)
- xiii. However the said M/S. J&J Construction could not even start the development of the said schedule property and by a letter dated 29th September 2016 had opted out of the said Development agreements citing financial and technical difficulties.
- xiv. As such Power of Attorney granted in favour of the partners of the said M/S. J & J Construction, was cancelled by a duly registered Deed of Revocation dated 22.9.2017 registered in the office of ARA-III Kolkata in its Book no. IV Volume no. 1903-2017, Pages 141555 to 141578, being Deed no. 190305529 for the year 2017 as well as by way of notice to the said Biswarup Ghosal and Pintu Chowdhury, the Kar's also similarly revoked the Power of Attorney executed by them by a registered Deed of Revocation by a duly registered Deed of Revocation dated 10.02.2016 registered in the office of ARA-III Kolkata in its Book no. IV Volume no. 1903-2016, Pages 22930 to 22950 being Deed no. 190300872 for the year 2016.
- xv. Thereafter Upon being approached by the Promoter namely M/S. RISHI PROMOTERS then the “Banerjees” agreed to enter into and entered into an arrangement with the Promoter to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building

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and/or buildings at the said Premises.

- xvi. The said Development Agreement was executed on 22nd September, 2017 and registered with the office of the Additional Registrar of Assurances - IV Kolkata in its Book no. I, Volume No. 1904-2017 Pages 402270 to 402356 being Deed no. 190410794 for the year 2017.
- xvii. The Banerjees also executed a registered Power of Attorney in favour of the nominee of the Promoter. The said Deed was also registered with the office of the Additional Registrar of Assurances - III Kolkata in its Book no. IV, Volume No. 1903-2017, Pages 143833 to 143886, being Deed no. 190305630 for the year 2017.
- xviii. Thereafter citing financial insufficiency the said “M/S. RISHI PROMOTER” also lawfully left the project by way of registered cancellation Deeds and left the landlords free from all encumbrances.
- xix. Thereafter Upon being approached by the present Promoter namely ARUP CREATIONS PVT. LTD. then the “Banerjees” agreed to enter into and entered into an arrangement with the Promoter by way of several registered Development agreement and Power of Attorney as mentioned in details above in CLAUSE 8 of “ Unit Construction Agreement” and others to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises

**B. DEVOLUTION OF TITLE (2nd Land - Landowner No. 6 to 9) :-**

- i. WHEREAS One “Khirode Kumar Chakraborty” was seized and possessed of All that 37 Decimals (Approximately) of Agricultural Land comprised in JL no. 26, Re. Sa. no. 138, within Touzi No. 146 under R.S. Dag No.118 corresponding to R.S. Khatian No. 126, in Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry Barasat, in the State of West Bengal as absolute owner thereof.
- ii. AND WHEREAS the said the said “Khirode Kumar Chakraborty” By a registered Bengali Kobala dated 24<sup>th</sup> May 1978, transferred from his holding an area of 2.27 Decimal (more or less) of land to one “Phani Bhusan Kar” and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I volume no. 57, Pages 157 to 160 being Deed no. 3694 for the year 1978.
- iii. AND WHEREAS one “Profullya Kumar Sarkar” was seized and possessed of All that 14 Decimals of agricultural Land comprised in Touzi No. 146, Re. Sa. 164, Mouza: Chakraghata, comprised in R.S. Khatian No. 121, within Pargana: Anwarpur, District: 24 pargana, police Station and Sub Registry: Barasat, by way of a registered Bengali Kobala dated 8th May 1956, wherein described in details and the said is being Deed no. 4398 for the year 1956.

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- iv. AND WHEREAS by a Registered Bengali Kobala dated 5<sup>th</sup> March 1974, out of the aforesaid area of land held by him, the said “Profullya Kumar Sarkar”, since Deceased gifted an area of 7 decimal of land to one “Gouri Rani Kar”, wife of “Phani Bhusan Kar”, since Deceased, the predecessors of the Owners herein and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I, volume no.22, Pages 119 to 130, being Deed no. 1913 for the year 1974.
- v. AND WHEREAS after the Death of the said “Profullya Kumar Sarkar” the ownership of the remaining portion of the said land as stated in “Clause-C” above devolved upon his only legal heirs as “Niharkana Sarkar” and “Gouri Rani Kar” the two daughters and a Son.
- vi. AND WHEREAS By a Registered Bengali Kobola dated 10<sup>th</sup> December 1984, the said “Niharkana Sarkar”, daughter of Profullya kumar Sarkar since deceased out of her inherited land stated in details in “Clause-C”, sold an area of 2.33 Decimal of land and the said “Gouri Rani Kar”, daughter of Profullya kumar Sarkar since deceased out of her inherited land stated in details in “Clause-C”, sold an area of 1.25 Decimal of land totalling an area of 3.50 Decimal (approximately) of land stated details in “Clause-C” in favour of the said “Phani Bhusan Kar” since deceased. And The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 66, pages 196 to 201, being Deed no. 8266 for the year 1984. Where in the rest of the inherited land was never in possession of the above mentioned “Gouri Rani Kar” and was relinquished in favour of her brother.
- vii. AND WHEREAS the said “ Phani Bhusan Kar” thus became seized and possessed of an Area of 5.77 Decimal (approximately) in Mouza: Chakraghata, and is morefully described in the Schedule A Part I hereafter and after the Death of “Phani Bhusan Kar” the Owners herein namely “Gouri Rani Kar”, “Arun Kar”, “Tarun Kar” and “ Goutam Kar” as his only legal heirs have jointly became the owners of 5.77 Decimals of Land described in details in the Schedule A Part I along with an additional 7.00 Decimal of land transferred in the name of “Gouri Rani Kar” which is morefully stated in Clause-“D” above and thus the above named four Owners are the sole survivors and absolute owners of 12.77 Decimals of land morefully described in “ First Schedule” and is in accordance with the “Hindu Succession Act”.
- viii. AND WHEREAS the Owners, above named and their predecessor with a view to develop the property on conjunction with the owners of the adjacent plots of Land had got the said land amalgamated with an area corresponding to 34.25 Decimals of land falling under L.R. Dag no. 1591 & 1592 under the BL & LRO Barasat and of ward no. 13 previously ward no. 6 of “Madyamgram Municipality” and

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renumbered as holding No. 19 previously 17 & 20 of premises “Chandigarh main Road”, and out of the process due to the widening of bounded roads of the plot by the concerned Municipality certain portions of the SAID LAND has also been encroached and wilfully Gifted by the Owners to the Municipal Authority and at present the above named Owner’s are lawfully as well as physically entitled to an area of more or less 11 Decimals out of the said entire amalgamated Holding or the Entire Premises and out of the mutated L.R. Settlement record in the concerned BL & LRO based on physical survey the owners of the said land are entitled to a recorded area of 11 Decimals of land in Mouja: Chakraghata, corresponding to L.R. Dag No. 1593 in place of their titled 12.77 Decimals out of the said entire premises.

- ix. AND WHEREAS thereafter Upon being approached by the Promoter namely M/S. RISHI PROMOTERS then the “Kars” agreed to enter into and entered into an arrangement with the Promoter to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.
  - x. AND WHEREAS the said Development Agreement was executed on 29th June, 2017 and registered with the office of the Additional Registrar of Assurances - IV Kolkata in its Book no. I, Volume No. 1904-2017 Pages 287225 to 287280 being Deed no. 190407600 for the year 2017 and thereafter another supplementary Development Agreement duly registered.
  - xi. AND WHEREAS the “Kars” also executed a registered Power of Attorney in favour of the nominee of the then Promoter.
  - xii. AND WHEREAS thereafter citing financial insufficiency the said “M/S. RISHI PROMOTER” also lawfully left the project by way of registered cancellation Deeds and left the landlords free from all encumbrances.
  - xiii. AND WHEREAS thereafter Upon being approached by the present Promoter namely ARUP CREATIONS PVT. LTD. then the “Kars/owners” agreed to enter into and entered into an arrangement with the Promoter by way of several registered Development agreement and Power of Attorney as mentioned in details above in CLAUSE 8 of “ Unit Construction Agreement” and others to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.
- C.** AND WHEREAS the Promoter above named, while looking for some plot of land with a desire to develop, had found the aforesaid land, which is more particularly described under the Schedule A Part I hereunder provided, suitable for the purpose of construction of multi-storied complex and the Promoter has come to learn from reliable sources that the Land Owners hereof are also desirous of developing the said plot of land and all of them have decided to join hands in the manner that it will be developed by the Promoter who after hearing the view of the Land Owners and subject to duly cancellation of previous development agreement in-between the

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landlords unencumbered marketable right, title and possession of the Land Owners into and over the land mentioned in aforesaid schedule A Part I and have agreed to develop the said amalgamated plot of land by entering into several Development Agreements in-between the landlords for construction of Multi-storied Buildings thereon, upon demolishing the existing old construction and over the amalgamated plots of land previously made into a single Holding as per sanctioned plan to be obtained from the Madhyamgram Municipality.

**D.** AND WHEREAS in pursuance of said talk held between the parties of the said Development Agreements, subsequently being interested to develop their respective Land in question by raising Multi-Storied Building as such the land owners referred to above have entered into three Development Agreements, as mentioned in CLAUSE 8 and others under the terms and conditions contained therein to raise construction of Multi-Storied Buildings thereon so that the Owners hand over the vacant possession of the said land mentioned in Schedule A Part I along with present incomplete structure to the Promoter herein.

**E.** AND WHEREAS, on the strength of the said three Development Agreements and two Power of Attorneys, the Promoter referred to above has initiated a Housing Project on the amalgamated land as stated above as per sanctioned Building Plan prepared by the Architect of the Promoter over the land mentioned in Schedule A part I and it was duly sanctioned by the concerned authority of Barasat Municipality, being No. ....dated 05/./2022 with legitimate alteration or modification as may be required by the Promoter the Promoter constructed Multi-Storied Complex (G+...) called by “ BAIBHAV APARTMENT” comprising different Blocks over the said land more fully described in the Schedule A Part II hereunder.

**F.** AND WHEREAS, the PROMOTER has obtained the final layout plan approvals for the project from ----- Municipality. 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.** AND WHEREAS, The PROMOTER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata, on -----under Registration No. ;

**H.** AND WHEREAS the Allottee has applied for allotment of an apartment in the said the Project vide Application dated and has been allotted ALL THAT the Apartment No. .... containing a carpet area of ..... Sq. ft., exclusive balcony/varandah area of ..... sq.ft. be the same a little more or less, and Super Built-up area for registration of Deed of Conveyance and maintenance purpose is ..... Sq. ft. be the same a little more or less on the ..... Floor in the Building ("Unit") along with ....(.....) number of covered car parking space(s) bearing nos. ....

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on the ..... floor as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) hereinafter collectively referred to as the "Apartment", more particularly described in Part-II and Part II-A of Schedule A and the floor plan of the Apartment are annexed hereto and marked as Schedule B ;

- I.** AND WHEREAS 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.** AND WHEREAS On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and also the plans, designs and specifications prepared by the Promoter's Architect, Raj Kumar Agarwal of Raj Agrawal & Associates of 8B, Royd Street (2<sup>nd</sup> floor), Kolkata - 700 016 (Registration no.CA/94/17940) and of such other documents as are specified under the Act.
- K.** AND WHEREAS 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.** AND WHEREAS 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.** AND WHEREAS 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 Purchaser/s/ Allottee/s hereby agrees to purchase the Apartment on ownership basis and the covered parking space/s as specified in para H.

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 Owners/Promoter agrees to sell to the Allottee and the Allottee hereby agree to purchase the Apartment as specified in para H.  
The total price for the Designated apartment and appurtenances based on the carpet area is Rs /-(Rupees ) only and taxes of Rs .....(Rupees.....) only aggregating to Rs.....(Rupees.....)(‘Total Price’) (Give break up and description):-

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

1.2 Explanation:

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

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

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

iv. The total price of the Designated Apartment includes Prorata share in the common areas and Garages / closed parking as provided in the Agreement. )

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

1.4. The Purchaser/Allottee shall make the payment as per the payment plan set out in the Schedule C (payment plan)

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

1.6. 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 herein at Schedule A Part III in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Allottee . Provided that the Promoter may make such minor additions and alterations as may be required by the Allottee, or such minor changes as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet-area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate or such other certificate by whatever name called issued by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee without any Taxes . If there is any increase in the carpet area, allotted to Purchaser/Allottee, the Promoter shall demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

- (i) The Purchaser/Allottee shall have exclusive ownership of the Apartment;
- (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee/s 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 hand over the common areas to the association of Purchaser/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land , construction of not only the Apartment but also the Common Areas, internal development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc and includes cost for providing all other facilities, as provided within the Project;

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

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

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

1.11 The Purchaser/Allottee has paid a sum of Rs.....(Rupees only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Purchaser/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 Purchaser/Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.



2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction period , the Purchaser/Allottee shall make all payments, on written 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 -----Collection Account payable at Kolkata. The Owner and Promoter shall apportion their respective shares in the amount amongst themselves as mutually agreed between them and the Owner and the Promoter shall open separate Bank accounts for the same for distribution of consideration amounts as per their agreed Revenue sharing ratio.

3 COMPLIANCE OF LAWS RELATING TO REMMITANCES :

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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Owners/ Promoter with such permission, approvals which would enable the Owners/ Promoter to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understand and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve of Bank of India, he may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Owners/ Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Owners/ Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owners/ Promoter immediately and comply with necessary formalities if any under applicable laws. The Owners/ 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 Owners/ Promoter

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shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Owners/ Promoter to adjust appropriate all payments made by them under any heads of dues against lawful outstanding of the Allottee against the said Apartment if any, in their name and the Allottee undertakes not to object/demand/direct the Owners/ Promoter to adjust such payments in any other 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 said Project and handing over the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case maybe, after receiving the Occupancy Certificate or the Completion Certificate, as the case may be.

Similarly the Allottee shall make timely Payments of the installments or other dues payable by him /her and meeting the other obligations under the Agreement subject to the simultaneous completion of the construction by the Promoter as provided in the Schedule C (Payment Plan).

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Owners/ Promoter. The Owners/ Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Owners/ Promoter undertakes to strictly abide by such plans which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Owners/ Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to handover the possession of said Apartmentt in 31.03.2028 with a grace period of 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake including spread of Covid-19 pandemic or

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any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement (“Force Majeure”) If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owners/ Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agree and confirm that, in the event it becomes impossible for the Owners/ Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owners/ Promoter shall refund to the Allottee the entire amount {less any taxes collected from the Allottee} received by the Owners/ Promoter from the allotment within 45 (forty five) days from that date. The Owners/ Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that they shall not have any rights, claims etc. against the Owners/ Promoter and that the Owners/ Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession— The Promoter, upon obtaining the completion certificate from the competent authority and subject to the Allottee is not in breach of their obligation under this Agreement, shall offer in writing the possession of the Apartment, to the allottee in terms of this Agreement to be taken within one month from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owners/ Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Owners/ Promoter/association of allottee, as the case may be from the date of the issuance of the completion certificate for the project. The Owners/ Promoter shall hand over the photocopy of completion certificate of the project to the Allottee at the time of conveyance of the same.

7.3 Upon receiving the written intimation from the Promoter as per clause 7.2 the Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities and such other documentations as required and the Promoter shall give possession of the Apartment to the Allottees.

In case the Allottee fails to take possession within the time

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provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges, property taxes and other outgoings as specified in clause 7.2 for the period of delay to taking possession from such date as notified in the Possession Notice. (Deemed Possession).

7.4 Possession of Apartment by the Allottees:

After receiving the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Owners/ Promoter to hand over the necessary documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the local laws"

7.5 Cancellation By Allottees :

The Allottee shall have the right to cancel/withdraw their 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 Owners/ Promoter, the Promoter herein shall be entitled to forfeit the Booking amount paid for Allotment and the balance amount of money paid by the Allottees shall be returned by the Promoter to the Allottees within 45 days of such cancellation.

7.6 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 thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the 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 (ii) due to discontinuance of its business as a Promoter 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 Allottee, in case the Allottee wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, at the rate specified in the rules in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due including compensation in the manner as provided under the Act.

Provided that where the Allottees do not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month till the handing over of the possession of the Apartment.

8. REPRESENTATION AND WARRANTIES OF THE OWNERS/PROMOTER:

The Owners/ Promoter hereby represent and warrant to the Allottees as

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follows:

- (i) The Owners/ Promoter have absolute, clear and marketable title with respect to the Land; the absolute rights to carry out development upon the Land and absolute, actual, physical and legal possession of the land for the project.
- (ii) The Owners/ 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 premises or the Project as on the Effective Date;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the and Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said premises and Apartment 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, said Land, Building and Apartment and Common Areas;
- (vi) The Owners/ 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 Allottees created herein, may prejudicially be affected;
- (vii) The Owners/ Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Owners/ Promoter confirms that the Owners/ Promoter is not restricted in any manner whatsoever from transferring the Ownership rights of the Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of conveyance the Owners/ Promoter shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be;
- (x) The 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 Land;
- (xi) The Owners/ 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 till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association or the competent authority, as the case may be; and

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- (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 Land) has been received by or served upon the OWNERS/PROMOTER in respect of the Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure event, the Promoter shall be considered under a condition of default ("Default"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. 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 Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottees are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second provision below, the entire money paid by the Allottees under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice: Provided that where the Allottees does not intend to withdraw from the Project or terminate the Agreement, they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment..

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

- 9.3.1 In case the Allottees fails to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

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9.3.2 In case of default by Allottees under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottees and forfeit an amount equal to the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The OWNERS/PROMOTER, on receipt of Total Price as mentioned in clause 1.2 under the Agreement from the Allottees, shall execute a deed of conveyance and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within 3 (three) months from the date of issue of completion/occupancy certificate.

However, in case the Allottees fail 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 notice, the Allottees authorize the Promoter to withhold registration of the deed of conveyance in their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottees. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the Competent Authorities.

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

The 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 upon the issuance of the completion certificate of 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 Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees 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/their 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 shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Promoter / Association 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 Service Areas: The service areas, as located within the Project, shall be ear-marked 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 etc. and other permitted uses as per sanctioned plan The Allottees shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for Use by the Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottees further undertakes, assures and guarantees that they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 Allottees 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 Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment. The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and

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thereafter the Association and/or maintenance agency appointed by Association. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. ADDITIONAL CONSTRUCTIONS

The 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. OWNERS/ PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owners/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 Allottees 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 Allottees by the Promoter does not create a binding obligation on the part of the Promoter Or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Registering Authority at Kolkata as and when intimated by the Promoter. If the Allottees(s) fails to execute and deliver to the OWNERS/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Registering Authority, Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees, for rectifying the default, which if not rectified within 30 (thirty)

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days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and the Promoter shall be entitled to forfeit the Booking Amount and the booking amount be returned by the Promoter to the Allottees 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/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 ALLOTTEES/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 Apartment and the Project shall equally be applicable to and enforceable against and by 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 Allottees 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 Allottees that exercise of discretion by the Promoter in the case of one Allottees 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 Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

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

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER

*Contd.....*

REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees(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 Apartment 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 OWNERS/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 Allottees, in the concerned Registry office after the Agreement is duly executed by the Allottees and the OWNERS/PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authority at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

Name and Address of the Allottee/s :

Name and Address of the Promoter:

It shall be the duty of the Purchaser/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 Purchaser/Allottee, as the case maybe.

31. JOINTPURCHASER/ALLOTTEES:

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

32. GOVERNINGLAW:

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. DISPUTERESOLUTION:

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 Part-I ("Land")(SAID PREMISES)

(Description of FIRST LAND):

ALL THAT the piece and parcel of land measuring 34.25 Decimals together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No, 146, Pargana: Anwarpur, Comprised in R.S. Dag No. 90 (34.25 Decimals), and L.R. Dag No. 1591(26 Decimal) and 1592 (8.25 Decimal), corresponding to R.S. Khatian No. 393, 394 and 395, being L.R. Khatian No. 776, 777, 778, 779, 780 & 781, within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19(part) and formerly 20, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

(Description of SECOND LAND):

ALL THAT piece and parcel of land measuring 11 Decimals together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No: 146, Re.Sa. 136, Pargana: Anwarpur, Comprised in Dag No. 72 & 116, and L.R. Dag No. 1593 corresponding to R.S. Khatian No. 121 and 126, being L.R. Khatian No. 955, 956, 957 & 958, (Total area of Land- 11 Decimal), within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19 formerly 17, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

ALL THAT Land aggregating to 45.25 Decimals (collectively said Premises, at 3 No. Chandigarh Road) present Municipal Ward No. – 13, Holding No. – 19 Chandigarh Main Road, after amalgamation of above two plots of land), which is denoted herein as entire land and butted and bounded by :-

On the North : House of Chitta Roy and Others  
On the South : House of Ashoke Sen and others  
On the East : House of Biswas and House of Ghosh and Private

Contd.....

Road of 8Ft wide

On the West : Chandigarh Main Road

Part-II ("Apartment")

ALL THAT the Apartment No. ....containing a carpet area of .....sq. ft., balcony/varandah area of.....sq.fts. be the same a little more or less, and for the purpose registration of Deed of Conveyance super built up area is calculated at.....sq. ft. be the same a little more or less on the ..... Floor of the building known as "Baibhav" and shown and delineated in the map or plan annexed hereto and bordered in colour RED thereon and Together With the undivided proportionate impartible part or share in the land comprised in the said premises attributable to the said apartment.

(PART II-A)

(CAR PARKING SPACE)

ALL THAT the right to park.....Car in the Covered Car Parking Space no..... on the ground floor of the Premises.

Part-III (SPECIFICATIONS)

PART - IV

(COMMON AREAS)

(List of Common Properties)

1. The underneath land of the proposed building "BAIBHAVAPARTMENT".
2. The foundation, beams, supports, main walls, passage etc.
3. The underground water reservoir with overhead tank together with main pipe line from the overhead tank.
4. R.C. overhead Tank.
5. Pump room with motor and pump and pipes.
6. Water and sewerage evacuation pipes and sewage common to the building.
7. Boundary wall and main entrance on the ground floor.
8. Electrical installation.
9. Staircase and landing.

*Contd.....*

Part V

(Conditions obligation and/or restriction recognised by and/or to be observed and performed by the Purchaser/s)

1. All charge for consumption of electricity for common areas and facilities shall be borne and paid by all the Owners proportionately.
2. The cost of maintenance, repair, replacement and/or installation as the case may be in respect of common properties mentioned in the THIRD SCHEDULE hereinbefore written shall be formed and paid by all Owners proportionately.
3. The Purchaser/s shall at his/her/their own cost get his/her/theirname/s mutated in respect of the said Unit with the BarasatMunicipality.
4. If at any time any additional erection such as tube-well and water pump etc. be required to install in the said building thereto will be done with the mutual consent of all the Owners thereof and all expenses in connection therewith will be borne and paid by the Flat/Shop/Office Owners proportionately.
5. That neither of the parties hereto shall act in any manner so as cause nuisance or annoyance to the Owners of the said building.
6. That the Purchaser/s will at his/her/their own costs take in his/her/their name/s separate meter or sub-meter for supply of electricity for the Unit at his/her/their own costs and expenses.
7. That the Purchaser/s will not demolish or damage or cause or permitto be demolished or damaged the floor or any part thereof nor make any alteration in the main structure like beams, walls etc.
8. The building will be known as “BAIBHAV APARTMENT”

Schedule B

[The floor plan of the Apartment]

Schedule C (Payment Schedule)

The Total Price shall be paid by the Allottee in the following manner:

On or before execution of Agreement	10%
On or before completion of piling work	10%
On or before completion of foundation	10%

*Contd.....*

On or before 1 <sup>st</sup> floor casting	10%
On or before 2 <sup>nd</sup> floor casting	10%
On or before 3 <sup>rd</sup> Floor casting	10%
On or before 4 <sup>th</sup> Floor casting	10%
On or before casting of roof	10%
On or before brick work of the floor	5%
On or before completion of flooring work	5%
On or before fitting of doors and windows	5%
On handing over possession of the unit	5%

SIGNED AND DELIVERED

at Barasat in the Presence of :-

WITNESSES :-

1.

2.

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Land Owners represented  
by their Constituted  
Attorney

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Signature of the Promoter

*Contd.....*

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Signature of the Purchaser/ Allottees

(MEMO OF CONSIDERATION)

Received from the above named Purchaser a sum of Rs. ...,00,000 (.....  
Lakh) only, as consideration money by the following modes of payments :-

<u>D D/Cheque</u>	<u>Name of Bank</u>	<u>Date</u>	<u>Amount</u>
1.			
2.			

WITNESSES :-1.

2.

Contd.....



