

## **AGREEMENT FOR SALE**

This Agreement for Sale (“Agreement”) executed on this the \_\_\_\_ day of \_\_\_\_\_, 2023

By and Between

(1) **SRI NITYA NANDA NANDY** (AADHAAR 243655474089, PAN ABOPN2844G), son of Late Phani Bhusan Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Retired Person, residing at 42/1/1, Baje Shibpur Road, P.O. + P.S. Sbipur, Howrah-711 102 ; (2) **SMT. SHANKARI NANDY** (AADHAAR 906788561494, PAN ASHPN4809P), wife of Late Gurudas Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife ; residing at 42/1/2, Baje Shibpur Road, P.O. + P.S. Sbipur, Howrah-711 102 ; (3) **SMT. KAKALI HAZRA nee NANDY** (AADHAAR 975196454923, PAN ADHPH6640M), wife of Rupen Hazra and Daughter of Late Gurudas Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, residing at 15/3, Krittibas Dhara Lane, Howrah - 711 101 ; (4) **SMT. MITALI NANDY** (AADHAAR 582029285386, PAN AJHPN4762A), wife of Soumen Nandy and daughter of Late Gurudas Nandy, by faith Hindu, by Nationality - Indian, by Occupation - Housewife, residing at 142/3, Shibpur Road, Howrah-711 102 ; (5) **SMT. RITA NANDY** (AADHAAR 550757146225, PAN BBYPN5570Q), wife of Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Household Duties ; (6) **SRI PARTHA PRATIM NANDY** (AADHAAR 524478505631, PAN AZFPN7165D), son of Late Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Business, No. 5 & 6 both residing at 65/3, Shibpur Road, P.O. + P.S. - Shibpur, District - Howrah 711 102 and (7) **SMT.**

**JHILAM NANDY ROY** (AADHAAR 459001931596, PAN AWEPN3640H), wife of Raju Ray and daughter of Late Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Household Duties, residing at HA 106 Salt Lake, Sector-3, P.S.-Bidhannagar, Kolkata-700 097, hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives, successors, successors-in-interest and assigns).

**-AND-**

**THEME PROJECTS PRIVATE LIMITED** (CIN No. U70101WB2005PTC102715), (PAN AABCT8498D) a Company incorporated under the Companies Act, 1956, having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103, duly represented herein by its Director **SRI TAPAN KUMAR BANERJEE** (AADHAAR 226278106187, PAN AFWPB3119E) son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 46. College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103, authorised vide Board Resolution dated 12.04.2005, hereinafter called and referred to as the "**PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof

be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

-AND-

Mr./Mrs./Ms. \_\_\_\_\_, (AADHAR No. \_\_\_\_\_, PAN \_\_\_\_\_), son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, hereinafter called and referred to as the **“ALLOTTEE”** (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The OWNERS, PROMOTER and ALLOTTEE shall hereinafter collectively be referred to as the “PARTIES” and individually as a “PARTY”.

**WHEREAS:**

- A. (i) One Atul Chandra Bandopadhyay, son of Late Girish Chandra Bandopadhyay was the original owner of a plot of Mokorar Mourashi Bastu Land, measuring about 12 Cottah or a little more or less which was situated and comprised within the then Howrah Municipality Premises No. 220 and 220/1, Grand Trunk Road at present Howrah Municipal Corporation Premises No. 217 & 217/1, Grand Trunk Road

(South) under Howrah Municipal Corporation Ward No. 34 within P.S.-Shibpur, District-Howrah, Pin-711 102 (hereinafter referred to as the **“said property”**).

(ii) The above said Atul Chandra Bandyopadhyay as Zaminder transferred his said property as aforesaid in favour of one Jogindra Nath Gangopadhyay by virtue of a ‘MOURASHI PATTA’.

(iii) The aforesaid Jogindra Nath Gangopadhyay as occupier had been enjoying the said property on making payment of Rent to the then Zaminder. During such enjoyment of the said property Jogindra Nath Gangopadhyay died intestate leaving behind him, his son Prasad Das Gangopadhyay as his only legal heir and successor who duly inherited the said property as per the Hindu Law of Inheritance.

(iv) The aforesaid Prasad Das Gangopadhyay while in enjoyment of the said property, acquired absolute right, title and interest in the said property on making payment of the due consideration amount to the then Zaminder Atul Chandra

Gangopadhyay and thereafter the MOURASI PATTA became abolished.

(v) Prasad Das Gangopadhyay sold and transferred his right, title and interest over 5 Cottahs of land out of the said property in favour of the Calcutta Electric Supply Corporation Ltd. vide a registered Deed of Sale.

(vi) While in enjoyment and possession of the remaining property having 7 Cottahs of land out of the said property (hereinafter referred to as the said “remaining property” for brevity), Prasad Das Gangopadhyay died intestate on 9<sup>th</sup> day of April, 1931 leaving behind him his four sons namely Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay and Sailendra Nath Gangopadhyay to inherit his remaining property of 7 Cottah (Approx.) in four equal Shares.

(vii) The aforesaid Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay and Sailendra Nath Gangopadhyay jointly became the absolute owner of the said remaining property of 7 Cottahs (Approx.) left

by their father Prasad Das Gangopadhyay by way of inheritance.

(viii) During joint enjoyment of the undivided said remaining property of 7 Cottah (Approx) by the aforesaid four brothers, Sailendra Nath Gangopadhyay died intestate on 28.07.1970 leaving behind his widow Smt. Mamata Gangopadhyay, one son Arup Gangopadhyay, one daughter Kumari Bandana Gangopadhyay and one minor daughter namely Kumari Champa Rani Gangopadhyay who jointly inherited in equal share the undivided Share of Sailendra Nath Gangopadhyay in the said remaining property.

(ix) Thus, Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay together with the legal heirs and heiress of Sailendra Nath Gangopadhyay namely Mamata Gangopadhyay, Arup Gangopadhyay, Kumari Bandana Gangopadhyay and Kumari Champarani Gangopadhyay became jointly the absolute owner of the said remaining property each holding Shares as noted below:

Sri Bhupendra Nath Gangopadhyay	1/4 <sup>th</sup> Share in 7 Cottahs Land
Sri Nripendra Nath Gangopadhyay	1/4 <sup>th</sup> Share in 7 Cottahs Land
Sri Sachindra Nath Gangopadhyay	1/4 <sup>th</sup> Share in 7 Cottahs Land
Smt. Mamata Gangopadhyay	1/16 <sup>th</sup> Share in 7 Cottahs Land
Sri Arup Gangopadhyay	1/16 <sup>th</sup> Share in 7 Cottahs Land
Kumari Bandana Gangopadhyay	1/16 <sup>th</sup> Share in 7 Cottahs Land
Kumari Champarani Gangopadhyay	1/16 <sup>th</sup> Share in 7 Cottahs Land

(x) Thereafter on 16<sup>th</sup> May, 1973 Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay, Mamata Gangopadhyay, Arup Gangopadhyay, Bandana Gangopadhyay jointly sold transferred and conveyed their respective undivided Share in the aforesaid 7 Cottahs of land in favour of Gurudas Nandy, Nityananda Nandi, Patit Paban Nandy and Radha Raman Nandi by way of a Deed of Sale registered in the office of the Sadar Joint Sub Registrar at Howrah which was recorded in Book No. 1. Volume Number 18, Page 278 to 284, Deed Number 1506 for the year 1973.

(xi) Thereafter Champa Rani Gangopadhyay attended the age of majority and she sold, transferred her undivided 1/16<sup>th</sup> Share of the said remaining property in favour of Gurudas

Nandy, Nityananda Nandy, Patit Paban Nandy and Radha Raman Nandy by a Deed of Sale registered in the office of the Sadar Joint Sub Registrar at Howrah which was duly recorded in Book Number 1, Volume Number 66, Pages from 48 to 55, Deed Number 3078 for the year 1974.

(xii) Thus on the strength of the above referred two Deeds Sri Gurudas Nandy, Nityananda Nandi, Patit Paban Nandy and Radha Raman Nandy became the joint owner of undivided  $3/4^{\text{th}}$  Share of the said remaining property.

(xiii) During the enjoyment and possession of the said remaining property Radha Raman Nandy died intestate on 13.04.1980 as bachelor and on his demise his undivided  $1/4^{\text{th}}$  Share devolved upon his remaining brothers namely Gurudas Nandy, Patit Paban Nandy, Nityananda Nandy and Gopal Chandra Nandy in equal proportion.

(xiv) The aforesaid Bhupendra Nath Gangopadhyay died intestate on 06.10.1982 leaving behind him, his widow Saraswati Gangopadhyay and daughter Shyamali Mukherjee nee Gangopadhyay to inherit his undivided  $1/4^{\text{th}}$  Share as his legal heiress and successors.



(xv) The aforesaid Gurudas Nandy died intestate on 20.09.1990 leaving behind him, his widow Shankari Nandy, two married daughters Kakali Hazra and Mitali Nandy as his legal heirs and successors to inherit his 1/4<sup>th</sup> undivided Share jointly.

(xvi) On 12.12.1992 Gopal Chandra Nandy died intestate as Bachelor and as such on his demise his undivided Share devolved upon Nityananda Nandy, Patit Paban Nandy, Shankari Nandy, Kakali Hazra and Mitali Nandy jointly.

(xvii) On 26.01.2007 Saraswati Nandy died intestate leaving behind her daughter Shyamali Mukherjee to inherit her 1/8<sup>th</sup> undivided Share in the said remaining property as legal heiress.

(xviii) On 15.05.2016 Patit Paban Nandy died intestate leaving behind him, his widow Rita Nandy, one son Partha Pratim Nandy and the married daughter Jhila Nandy Roy as his legal heirs and successors to inherit his undivided 1/4<sup>th</sup> Share in the said remaining property.

(xix) Thus, Sri Nityananda Nandy, Smt. Shankari Nandy, Smt. Kakali Hazra, Smt. Mitali Nandy, Smt. Rita Nandy, Sri Partha Pratim Nandy and Smt Jhilam Nandy Roy, Smt. Shyamali Mukherjee jointly became the owners of the said remaining property having Shares individually as follows: -

1.	Sri Nityananda Nandy	1/4 <sup>th</sup> undivided Share
2.	Smt. Shankari Nandy,  Smt. Kakali Hazra nee Nandy  Smt. Mitali Nandy - all successors of Gurudas Nandy.	1/4 <sup>th</sup> undivided Share jointly and 1/12 <sup>th</sup> undivided Share each individually
3.	Smt. Rita Nandy, Sri Partha Pratim Nandy and Smt Jhilam Nandy Roy - all successors of Patit Paban Nandy.	1/4 <sup>th</sup> undivided Share jointly and 1/12 <sup>th</sup> undivided Share each individually.
4.	Smt. Shyamali Mukherjee	1/4 <sup>th</sup> undivided Share

(xx) Thereafter, Smt. Shyamali Mukherjee sold and transferred forever her 1/4<sup>th</sup> undivided Share in the said remaining property in favour of Nityananda Nandy, Shankari Nandi, Kakali Hazra, Mitali Nandy, Rita Nandi, Partha Pratim Nandy and Jhilam Nandy Roy by executing a Deed of

Sale which was duly registered in the office of the Additional District Sub Registrar at Howrah on 26.07.2021 and the said Deed is recorded in Book – I, Volume No. 0502-2021, Page from 219638 to 219660 being No. 050205765 for the year 2021.

(xxi) The aforesaid Sri Nityananda Nandy, Smt. Shankari Nandy, Smt. Kakali Hazra nee Nandy, Smt. Mitali Nandy, Smt, Rita Nandy, Sri Partha Pratim Nandy and Smt. Jhila Nandy Roy (being the Owners herein) jointly after becoming the absolute owner, title holder and possessor of the said remaining land measuring about 7 Cottahs, be the same or a little more or less, caused actual physical measurement and/or demarcation of the total land which ultimately revealed that the actual physical measurement of the said remaining land is 06 (Six) Cottah, 04 (Four) Chittaks and 05 (Five) Sq.ft., be the same or a little more or less, instead of 07 (Seven) Cottah as per document.

(xxii) Thus, the **Owners** herein namely Sri Nityananda Nandy, Smt. Shankari Nandy, Smt. Kakali Hazra nee Nandy, Smt. Mitali Nandy, Smt, Rita Nandy, Sri Partha Pratim Nandy and Smt. Jhila Nandy Roy became jointly the absolute and lawful Owners, Title Holders and Possessor of ALL THAT piece and parcel of one plot of Bastu Land measuring about 06 (six)

Cottah 04 (four) Chittack 5 (five) Sq.ft., be the same or a little more or less, as per actual physical measurement together with R.T. structure standing thereon which is situated and comprised in J.L. No. 1, LR. Dag No. 47 under L.R. Khatian Nos. 133, 283, 534, 597, 822, 823 & 825 of Mouza - Shibpur, Sheet No. 95 corresponding to the then Howrah Municipality Premises Nos. 220 & 220/1, thereafter 217 & 217/1 but at present after amalgamation of Holdings Howrah Municipal Corporation Premises No. 217, G. T. Road (South) under H.M.C.. Ward No. 34 within P.S. - Shibpur, District Howrah-711 102, Zone Sandhyabazar, H.M.C., Ward No. 30, 31, 34, 36, Rajnarayan Roychowdhury Ghat Road alongwith all easement rights and privileges over the common passage which is the territorial jurisdiction of District Sub-Registry Office and Additional District Sub-Registry Office at Howrah which is morefully described in the Schedule - 'A' herein below and delineated in the map or plan by Colour "RED" as annexed hereto which is the part and parcel of these presents and the property is butted and bounded as follows: -

ON THE NORTH	:	CESC Distribution Station;
ON THE SOUTH	:	Kalikumar Mukherjee Lane;
ON THE EAST	:	G.T. Road;
ON THE WEST	:	House of Gita Nag;

(hereinafter referred to as the “**said Land**”);

- B. The Owners of the said Land jointly decided to improve and develop the present status of the said Land by raising multistoried building thereupon and based upon such decision the Owners approached the Promoter to undertake the development work upon the said Land and thereby the Owners and Promoter had duly entered into an “**Agreement for Development between Land Owner and Promoter/Developer**” dated 26<sup>th</sup> July, 2021 duly registered at the office of the Additional District Sub-Registrar, Howrah and registered in Book No. I, Volume No. 0502-2021, Pages from 219832 to 219873, being No. 050205771 for the year 2021 and the Owners also executed a “**Development Power of Attorney after Registered Development Agreement**” in favour of the Promoter dated 26<sup>th</sup> July, 2021 duly registered at the office of the Additional District Sub-Registrar, Howrah and registered in Book No. I, Volume No. 0502-2021, Pages from 219960 to 219982, being No. 050205775 for the year 2021;
- C. The Said Land was earmarked for the purpose of building a residential project, comprising of 1 (one) G+4 multistoried building consisting of several individual self-contained Flats/Units at First, Second, Third and Fourth Floor; and for rehabilitation of existing

tenants under the Owners, Car Parking Spaces and Shop Rooms at the Ground Floor of the said building, together with all common area like Staircase, Lift, Lobby, Passage, Corridors, Open Spaces and other Common facilities (hereinafter referred to as the **“said Project”**) and the said Project shall be known as **THEME SUNSHINE**”;

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed;
- E. The Howrah Municipal Corporation has already granted the Sanctioned Building Plan/Building Permission Certificate presently up to G+2 storied to develop the Project vide Sanction/Approval dated 26<sup>th</sup> May, 2022 bearing No. 14/B-V/22-23;
- F. The Promoter shall obtain the final layout plan for further construction of two floors above G+2 in the said Project, i.e., for ultimate construction of the aforesaid G+4 storied building from the Howrah Municipal Corporation and the Promoter agrees and undertakes that it shall not make any changes to these

layout/sanctioned plan(s) except in strict compliance with the existing applicable laws;

G The Promoter has registered the Project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “Act”) with the West Bengal Real Estate Regulatory Authority at Kolkata being No. \_\_\_\_\_ on \_\_\_\_\_;

H. The Allottee had applied for an **Apartment** in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted from the Promoter’s allocation (as specified in the aforesaid “Agreement for Development between Land Owner and Promoter/Developer” dated 26<sup>th</sup> July, 2021) being Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_ Floor in the building of the said Project without garage/car parking space, 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**” and more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Allottee has been made fully aware and has accepted and acknowledged and consented that –
- (a) Previous Tenants will be given spaces in the said Project;
  - (b) No Car Parking Space/Garage will be provided to the Allottee and the Allottee is also not interested for Car Parking Space and the entire Ground Floor of the said building have been allotted in favour of the Land Owners exclusively;
- 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 paragraph ‘H’ above without garage/car parking space.

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:
- 2.

(1.1) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph ‘H’;

(1.2) The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only including GST but excluding Registration Charges, the break up of Total Price is given hereunder –

Block/Building/Tower No. - N.A.- Apartment No. - _____	Rate of Apartment per Square Feet
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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 does not include Taxes (consisting of tax paid or payable by the Promoter by way of CGST, WBGST as per law but excludes Stamp Duty, Registration Fees, Other legal expenses 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 Allottee and the Project to the Association of Allottees or the competent authority, as the case may be, after obtaining the Completion Certificate;

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;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. 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 the dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: (i) recovery of price of land, (ii) construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per paragraph No. 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(v) The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because 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.

- (vi) Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
  
- (vii) The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (“Payment Plan”).

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

(1.3) 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 'D'** in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. 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.

(1.4) The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion 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 reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule - 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

(1.5) Subject to Clause 9.3 the Promoter agrees and acknowledges, that 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 but since the share / interest of the 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. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. 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 land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, **maintenance charges as per paragraph 11** etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(1.6) It is made clear that the Promoter and the Allottee agrees that the Apartment without any car parking space/garage shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for

the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

(1.7) It is understood by the Allottee that all other areas, i.e., areas and facilities falling outside the Project 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.

(1.8) The Promoter agrees to pay all outgoings relating to the Apartment 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 regarding

the Apartment 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 therefor by such authority or person.

(1.9) The 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 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'THEME PROJECTS PRIVATE LIMITED' payable at Howrah.

## 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, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) and/or 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 fulfil 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 the 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/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time and the Promoter accepts no responsibility in regard and 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 of the Allottee against the Apartment, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and proper and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### 1. TIME IS THE ESSENCE

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent

authority, as the case may be, after receiving the Completion Certificate.

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 the sanctioned and/or proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, layout plans, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The 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 Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density

norms and provisions prescribed by the Howrah Municipal Corporation 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

(7.1) **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place 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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. 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.

(7.2) **Procedure for taking possession:** The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the Completion Certificate of the Project. The Promoter, upon obtaining the Completion 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 \_\_\_ (\_\_\_\_) months from the date of issue of such notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be.

(7.3) **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per paragraph 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 paragraph 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

(7.4) **Possession by the Allottee:** After obtaining the Completion 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 Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the 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.

(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 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.

(7.7) 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; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or (iii) 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 prescribed in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

- (i) The Owners declare that the “Owners” have the absolute, clear and marketable title with respect to the said Land and by virtue of the registered Agreement 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 or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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 Owners and/or the Promoter has not entered into any Agreement for Sale or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of 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 Deed of Conveyance the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor

and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate has been issued and possession of apartment or building, as the case may be, along with Common Areas has been handed over to the Allottee or the Association of Allottees or the competent authority, as the case may be;
  
- (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

(9.1) 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 thereunder.

(9.2) 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 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 prescribed in the Rules within 45 (forty five) days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for 2 (Two) consecutive demands made by the 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 prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) 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 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 Total Price of the Apartment under the Agreement from the Allottee, shall execute a Deed of Conveyance and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (Three) months from the date of issuance of the Completion Certificate by the Howrah Municipal Corporation.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice/demand letter, the Allottee authorizes the Promoter to withhold registration of the Deed of Conveyance 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 upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

## 12. 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, garages/covered parking 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 Land 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 in the said Project is restricted and includes only to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas for the specified purpose only 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 paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its 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 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 / 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 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 previously mentioned conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is 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 Howrah Municipal Corporation 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

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/plot/building, as the case may be.

## 23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and 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 [Annexure C] 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Howrah 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 Howrah.

#### 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: \_\_\_\_\_

Address of the Allottee: \_\_\_\_\_

Name of the Promoter:           THEME PROJECTS PRIVATE  
LIMITED

Address of the Promoter:   46, College Road now known as  
Dr. A.P.J. Abdul Kalam Sarani,  
P.S. A.J.C. Bose Botanic Garden  
formerly           Shibpur,           P.O.  
B.Garden, District Howrah-711  
103.

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 Act. *[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]*

#### 34. ASSIGNMENT OF AGREEMENT FOR SALE

The Allottee may assign this Agreement anytime before the registration of Deed of Conveyance with respect to the instant Apartment, subject to the following conditions:

- (i) The profile of the assignee be accepted by the Promoter;
- (ii) A assignment fee equivalent to 5% (Five Percent) of the Total Price of the Apartment together with applicable taxes, if any, payable, has been paid to the Promoter;
- (iii) All amounts agreed to be payable by the Allottee, intending to assign the Agreement for Sale, as per the

Payment Schedule has already been paid to the Promoter and the Assignee agrees and undertakes to make all due payments strictly as per the Schedule of Payment.

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

**THE SCHEDULE - 'A'**

**[SAID LAND]**

**ALL THAT** piece and parcel of one plot of Bastu Land measuring about 06 (six) Cottah 04 (four) Chittack 5 (five) Sq.ft., be the same or a little more or less, together with R.T. structure standing thereon which is situated and comprised in J.L. No. 1, LR. Dag No. 47 under L.R. Khatian Nos. 133, 283, 534, 597, 822, 823 & 825 of Mouza - Shibpur, Sheet No. 95 corresponding to the then Howrah Municipality Premises Nos. 220 & 220/1, thereafter 217 & 217/1 but at present after amalgamation of Holdings Howrah Municipal Corporation Premises No. 217, G. T. Road (South) under H.M.C.. Ward No. 34 within P.S. -

Shibpur, District Howrah-711 102, Zone Sandhyabazar, HM.C., Ward No. 30, 31, 34, 36, Rajnarayan Roychowdhury Ghat Road alongwith all easement rights and privileges over the common passage which is the territorial jurisdiction of District Sub-Registry Office and Additional District Sub-Registry Office at Howrah which is morefully delineated in the map or plan by Colour "RED" as annexed hereto which is the part and parcel of these presents and the property is butted and bounded as follows: -

ON THE NORTH	:	CESC Distribution Station;
ON THE SOUTH	:	Kalikumar Mukherjee Lane;
ON THE EAST	:	G.T. Road;
ON THE WEST	:	House of Gita Nag.

#### **SCHEDULE - 'B'**

#### **[FLOOR PLAN OF THE APARTMENT]**

Apartment No. \_\_\_\_\_ is shown in "**RED**" border and marked in **Plan "A"** annexed hereto.

**SCHEDULE - 'C'**

**[PAYMENT PLAN]**

The Total Price of the Apartment as mentioned in Clause 1.2 above shall be paid by the Allottee to the Promoter in installments as mentioned below.

<b><u>Particulars</u></b>	<b><u>Percentage of Total Price</u></b>	<b><u>Amount (Rs.)</u></b>
On Booking		
At the time of execution of Agreement for Sale	15% (including Booking Amount)	
Within 45 days of execution of Agreement for Sale	5%	
On Completion of 1 <sup>st</sup> Floor Roof Casting	10%	
On Completion of 2 <sup>nd</sup> Floor Roof Casting	10%	
On Completion of 3 <sup>rd</sup> Floor Roof Casting	10%	
On Completion of 4 <sup>th</sup> Floor Roof Casting	10%	
On Completion of Brick Work of Apartment	10%	
On Completion of Flooring of Apartment	10%	
On or Before Possession of the Apartment	10%	

At the time of execution of Deed of Conveyance	10%	
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**SCHEDULE - 'D'**

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)**

<u>Structure</u>	: Building shall be erected on RCC foundation and frame structure.  All external walls shall be 200 mm. thick using 1:6 cement sand mortar.  All internal partition wall shall be 100 mm. thick in 1:4 cement sand mortar.  Surfaces of concrete and Brick wall shall be finished with cement sand plaster.
<u>Doors, Windows</u>	Sal wooden (Malaysian) frame using 100 mm. x 65mm. wooden section for Entrance Door and 75 mm. x 65mm. section for Toilets & Kitchen Door shall be provided.

	<p>Solid core phenol resin bonded flush type door shutter - 35 mm thick commercial finished for Entrance, 32 mm. thick commercial finish for Bed Rooms, Kitchen &amp; Balcony shall be provided.</p> <p>25 mm. thick PVC door shall be provided in Toilets.</p> <p>Door shutters shall have the following fittings: - Godrej lock at Entrance and Bed Room doors.</p> <p>Aluminium tower bolt for all doors.</p> <p>Steel door stopper for all doors.</p> <p>Window with sliding Aluminium Shutter.</p>
<p><u>Electrical wiring &amp; Points</u></p>	<p>: All electrical wiring shall be laid within PVC conduits concealed and embedded within the Brick wall, using good quality insulated copper cable including providing M.S. Box, Acrylic board and Moduler switch.</p>

	<p>Following electrical points shall be provided:</p> <p><b>In BR:</b> 2 Light points on wall, 1 foot light point, 1 ceiling fan point, 1×5 Amp. plug point with switch, 1 electronic regulator on board</p> <p><b>In Liv./Din. hall:</b> 3 light points, 2 ceiling fan points, 1×5A plug point with switch on board, 1×15A plug point with switch, 1 TV Point &amp; Telephone point, 2 electronic regulator on board.</p> <p><b>In Kitchen:</b> 1 light point, 1 x 5A plug point for Exhaust Chimney. 1 x 5A plug point for water filter, 1 x 15A plug point with switch.</p> <p><b>In Toilets:</b> 1 light point, 1 Exhaust Fan points in both Toilets and 1 x 15A point for Geyser in two Toilets.</p> <p><b>In Balcony:</b> 1 light point.</p>
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		<p><b>A.C. m/c. point:</b> 1 in each Bed Room &amp; L/D Hall.</p> <p>Call Bell switch at Entrance.</p> <p>1 x 15A point for washing m/c at a suitable position.</p>
<p><u>Sanitary &amp; Plumbing</u></p>	<p>:</p>	<p>All internal plumbing lines for water circulation shall be of SUPREME/ASHIRBAD make CPVC pipes &amp; fittings and rigid PVC pipes &amp; fittings for external use.</p> <p>110 mm. dia "SUPREME" brand pipes and fittings shall be used for sewer, waste and storm water discharge lines.</p> <p>UPVC Pipes shall be used for underground drainage lines.</p>
<p><u>Sanitary Fittings &amp; Fixtures</u></p>	<p>:</p>	<p>White vitreous European type W.C., white PVC flushing cistern, PVC flush pipe, white PVC seat cover, white vitreous hand wash</p>

		<p>basin with Pedestal and PVC flush pipe shall be provided in both Toilets. C.P. concealed stop cock, C.P. Bib cock, C.P. Hot &amp; Cold Water Mixer, C.P. Pillar cock for Basin, C.P. shower arm with rose shall be provided in both Toilets. Plain Mirror shall be provided in both Toilets.</p>
<u>Kitchen finish</u>	:	<p>The cooking counter top shall be finished with polished Black Granite stone laid over 50 mm. thick RCC Slab and fitted with S.S. single bowl Sink.</p> <p>Sink shall be fitted with one C.P. Bibcock, PVC waste pipe.</p> <p>One C.P. bibcock shall be provided extra below Sink for washing purpose. Dungri Marble in Floor and Skirting.</p>
<u>Floor finish</u>	:	<p>600 x 600 mm. size Vitrified Tiles in floor and skirting for all Bed Rooms, Living Dining Hall, Balcony and Dungri Marble Tiles for Toilets.</p>
<u>Dado finish</u>	:	<p>Ceramic Tiles 450 x 300 of reputed brand for</p>

		Dado 1800 mm. height from skirting level in Toilets and 600 mm. height from counter top in kitchen shall be provided.
<u>Internal surface finish &amp; painting</u>	:	Internal surfaces of wall & ceiling inside the Apartment shall be finished with White Putty. All doors & windows with Grill shall be painted with Syn. enamel paint of reputed brand. External wall surfaces of the building shall be finished with Acrylic paint.
<u>Roof Treatment</u>	:	25 mm. thick Mosaic Tiles will be laid with lime and surki underbed.

### **SCHEDULE – ‘E’**

#### **(Common Areas and Common Parts appurtenant to the Apartment)**

1. Entrance Lobby.
2. Staircase, Lift and Landings on all the floors.
3. Staircase Head Room & Lift Machine Room / Terrace.
4. Common installations on the roof above the top floor.
4. Rising Main Electrical lines from CESC installation to the D.B. inside the unit.
5. Electrical control Main Switch & Meter.
6. Main lines for Telephone & Antenna.

7. Electrical wiring, Switch Boards etc., for lighting in Staircases, landings & Roof/Terrace.
8. Overhead Water Storage Tanks.

**(COMMON AREAS AND COMMON PARTS OUTSIDE THE BUILDING)**

1. Open Passage from the Municipal Road to Lobby and Staircase Entry.
2. Open area at Front, sides & Rear of the Building.
3. Boundary wall and Gate at entry to the premises.
4. Electrical wirings for open area lighting & pump operation.
5. Septic Tank.
6. Underground sewage and storm water and waste water drainage & Surface Drain.
7. Water distribution Network including Pumpset.
8. Semi underground Water Storage Tank & Pump Room.
9. Sewage, Sewerage & Storm Water outlet pipes on the exterior faces of the building.
10. Fire Services network including u/g reservoir, Pump Sets, Pipe lines and equipments.

**SCHEDULE – ‘F’**

**(MAINTENANCE OF COMMON PORTIONS, COMMON AREAS,**

**COMMON PARTS AND COMMON FACILITIES)**

1. The RCC Frame structure from Foundation to Roof, peripheri walls, lobby, corridors, stairs, passages, entrance and exit

through the gate fixed on the Boundary wall, open areas on all sides of the building.

2. The underground & overhead water reservoir, septic tank & drainage, pumps and motor with electrical installation, pipes and in general, all apparatus and installations existing for common use.
3. The roof and parapet walls of the building, Lift Well & Lift Machine Room, all open area surrounding the building.
4. Common Services, such as water supply, running of Lift, installing and running of pump, lighting and cleaning of the common areas etc.
5. Such other common facilities as may be specifically provided for.

#### **SCHEDULE - 'G'**

##### **(COMMON EXPENSES)**

1. The expenses of maintaining, repairing, re-decorating (without affecting the RCC Frame Structure & elevation) of the main structures with roof and the outer faces of the building and in particular the shutter, rain-water, soil and other pipes and electric wires in under or upon the building to be enjoyed or used in common with the Occupiers / Purchasers of other Flats and the main entrance, passages, landings, lift and stair-case of the building enjoyed in common with the Occupiers / Purchasers of the other Flats in the said building.

2. The cost of repairing, maintaining, cleaning and lighting the passages, landings, stair-cases etc., and the other parts of the building.
3. The salaries of Jamadars, Care-takers, durwans, office clerks, bill collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
4. The cost of working and maintenance of pump, common lights and services.
5. All expenses of common services and in connection with common areas and facilities.
6. Insurance of the building against earth-quake, fire, violences, riots and other natural calamities, if such insurance is made.
7. Such other expenses as are necessary and incidental to the maintenance and up-keep of the premises to be decided by the Holding Organisation.

#### **SCHEDULE – ‘H’**

##### **(EASEMENT)**

1. The common areas, common parts and common facilities mentioned in the Schedule – ‘E’ hereto shall at all times to be held jointly by the Owners and/or occupiers of the different portions of the said land and shall be used and enjoyed by them in common amongst themselves and no owner or occupier of any floor and/or Apartment and/or space in the said land shall be entitled to make

a partition or division thereof or claim to have any exclusive or special right to any portion thereof, no owner or occupier of any portion of the said land shall use or allow to be used any part of the common area particularly the stair-case, lift and stair landings in any manner other than the purposes for which they exist.

2. The allottee/purchaser shall not use the said Apartment for any purpose whatsoever other than residential purpose and shall not use the said Apartment in such manner as may cause or likely to cause nuisance or annoyance to the owners and/or occupiers of any other Flat in the premises.
3. Each owner or occupier of Apartments in the premises shall use the said common areas and facilities for the purpose they are intended without hindering or encroaching upon the same or upon the lawful rights of owners and occupiers of other Apartments in the premises.
4. The management and control of the said land and the said five storied building shall remain vested in the Holding Organisation to be formed by the owners of the Apartments of the building as per provisions of the Bye Laws of the Holding Organisation.

5. It is obligatory upon the allottee/purchaser of the said Apartment to make payment of the liabilities herein before mentioned to the said Holding Organisation to whom the control and management for the maintenance of the common areas of the land shall remain vested.
  
6. Upon the Municipal rates payable in respect of the said land being apportioned and separate rate bills in respect of the apportioned share (both owner's and occupiers' shares) in respect of his/her said Apartment being issued by the Municipality and also upon the said Apartment being separately assessed by the Howrah Municipal Corporation and separate bills being issued, the liability of the Allottee/Purchaser for payment of Municipal tax shall cease. The Allottee/Purchaser shall however regularly and punctually pay all such rate bills and keep the Association of the Apartment Owners secured therefrom and the allottee/purchaser shall go on paying the monthly maintenance charges regularly.
  
7. In case any amount is realised from the Vendor or the Promoter/Developer or the Association by the Howrah Municipal Corporation or by any authorities of the State of West Bengal or the Central Government towards any betterment in respect of the open drain or anywhere in connection with the said premises



hereafter the said Holding Organisation will be entitled to collect all the said dues from the respective Apartment Owners and pay the same to the Promoter/Developer as the case may be.

8. The Allottees/Purchasers shall at their cost maintain the said Apartment in proper states of repair and shall abide by all laws, bye-laws and rules and regulations as per provisions of the West Bengal Apartment Ownership Act, 1972.
9. The Allottee/Purchaser shall from time to time and at all times keep the said Apartment in good state of repairs and shall whenever necessary support and protect the same at their own cost.
10. The Allottee/Purchaser shall not at any time demolish or damage or allow to be demolished or damaged any portion of the said Apartment nor shall make any addition or alteration thereto, which may prejudicially affect the safety or security of the said premises or any portion thereof or alter the elevation of the said Apartment or Floor Space.
11. No owner of any portion of the said building shall do any act which may be prejudicial to the soundness or safety of the

building or may in any way impair any easement or make any material change in the portion of the building purchased by him.

12. Each owner of different Apartment in the said building shall be entitled to apply for and to have such portion separately assessed in so far as the same is permissible in law.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed each of their respective hands on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**In presence of WITNESSES : -**

1)

2)

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**SIGNATURE(S) OF ALLOTTEE(S)**

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**SIGNATURE OF PROMOTER**

**Drafted by me**

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**Advocate**  
**High Court, Calcutta**  
**Enrolment: \_\_\_\_\_**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named ALLOTEE(S) the within mentioned total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the Part Payment towards the Total Price of the Apartment as per memo hereunder written.

**MEMO OF CONSIDERATION**

Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ Rs. \_\_\_\_\_/-  
of \_\_\_\_\_ Bank, \_\_\_\_\_  
Branch.

Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ Rs. \_\_\_\_\_/-  
of \_\_\_\_\_ Bank, \_\_\_\_\_ Branch.

**TOTAL** = \_\_\_\_\_  
**Rs. \_\_\_\_\_/-**

**(Rupees \_\_\_\_\_ only)**

**Witnesses:**

1.

2.

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Signature of

Mr. TAPAN KUMAR

BANERJEE

Representative of the  
Promoter/Confirming Party



