

**AGREEMENT FOR SALE**

**EMPRESS**

This Agreement for Sale executed on this ..... day of .....,  
2022 ;

**By and Between**

**MANPRAKASH PROJECTS PRIVATE LIMITED** (CIN No. U70102WB2013PTC192951) (PAN No. AAICM5726G), a Company incorporated under the Companies Act, 1956 and having its registered office at 18B, Ram Mohan Dutta Road, P.O. Lala Lajpatrai Sarani, Police Station - Bhawanipore, Kolkata-700 020 and represented through its Director **Sri Santosh Kumar Singhania (PAN AJUPS9156L) (Aadhaar 629543087606)** son of Sri Mannalal Singhania, by faith - Hindu, by occupation - Business, by nationality - Indian Citizen, residing at 18B, Ram Mohan Dutta Road, P.O. Lala Lajpatrai Sarani, Police Station - Bhawanipore, Kolkata-700 020, authorised by Company's resolution dated 9th July, 2019, hereinafter referred to as the "**Owner/Vendor**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office and/or assigns).

**AND**



**PRAJAPATI BUILDERS (PAN No. AAXFP3994P)**, a Partnership firm carrying on its business at 41/A, Tarachand Dutta Street, 1<sup>st</sup> Floor, P.O. Collotolla, P.S. Jorasanko , Kolkata-700 073 and represented through its Partner **Sri Sandeep Kumar Saraogi (PAN AIIPS2104F) (Aadhaar No. 390030226095)** son of Sri Shyam Sunder Saraogi, by faith - Hindu, by occupation - Business, by nationality - Indian Citizen, residing at 41/A, Tara Chand Dutta Street, P.O.:- Collotolla& P.S. Jorasanko , Kolkata-700 073, hereinafter referred to as the "**Developer/Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

**AND**

**XXXXXXXXXXXXXX** (PAN No. XXXXXXXXXXXXX), a XXXXXXXXXXXXXXXXXXXX registered under the XXXXXXXXX Act, XXXXXXXXX having its principal place of business at XXXXXXXXXXXX, P.S. XXXX, P.O. XXXX, Kolkata-XXXX, represented by its Partner **XXXXX** (PAN No. XXXX)(Aadhaar XXXXX) son of XXXXX, by faith Hindu, by Nationality Indian, by occupation business, residing at XXXXXXXXXXXXXXXXXXXXXXXXXXXX, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

The Owner/Venor, Developer/Vendor and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**Definitions---** For the purpose of this Agreement for Sale, unless the context otherwise requires -

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) or such act as may from time to time be prescribed;
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 or such rules as may from time to time be prescribed;
- (c) "**Regulation**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.
- (e) "**Said Property**"/"**Said Property**" shall mean and include the piece or parcel of plot of land containing by measurement **8 (eight) Chottahs 12 (Twelve) Chittacks** be the same a little more or less situate lying at and

being **Municipal Premises No. 25, Gangadhar Babu Lane, KMC Ward No. 47, Police Station and Post Office Bow Bazar, Kolkata-700 012**, more fully described in the *Schedule "A" Part I* hereunder written.

- (f) **"Said Building"/"Building Complex"/"Project"** shall mean and include the commercial building complex having Basement, Ground and upper 4 (four) floors consisting of shops, showrooms, office spaces, parking spaces and other spaces, which is proposed to be constructed at or upon the land comprised in the "said Property" and the same to be named as **"EMPRESS"**.
- (g) **"Said Unit"** shall mean and include the shop/showroom/office space and/or other spaces(incomplete and semi-finished/ unfinished Space erected only to the extent of outer and partition walls with plaster and the same without flooring work, internal electric wiring, electrical fittings) with or without right to use the parking space at the building together with right to complete the "said Unit" and make the same habitable by causing the various finishing works together with undivided proportionate and impartible share or interest in the land comprised underneath the building at the "said Property", more fully described in the *Schedule "A" Part I* hereunder written and also shown and delineated in RED borders in the plan included in **Schedule "B"** hereunder, which the Purchaser *has/have* agreed to acquire on Ownerhip basis as per this Agreement.
- (h) **"Said Units"** shall mean and include the several independent and self-contained shops, showrooms, office spacesand other saleable spaces of the building **"EMPRESS"** at the "said Property".
- (i) **"Carpet Area"**: Carpet Area of the Said Unit shall mean the net usable area of the Said Unit, excluding the area covered by the external walls, areas under services shafts or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the Said Unit.
- (j) **"Architect"**: shall mean and include **Anjan Ukil & Associates** of No. P-523, Raja Basant Roy Road, Hemanta Mukherjee Sarani, Lake Terrace, Ballygunge, Kolkata-700 029 appointed by the Developer/Vendor as the Architects for construction of the building.
- (k) **"Sanctioned Plan"**: shall mean and include **Building Permit No.2021060017 dated 27.08.2021**duly sanctioned by the Kolkata Municipal Corporation for construction of the said building complex



and shall also include further renewal and/or extension thereof as also the revised and/or modified and other plans, elevations, designs, drawings and specifications for completion of construction of the said building Complex as may from time to time be sanctioned and/or approved by the Kolkata Municipal Corporation and/or other appropriate authorities and/or departments.

- (l) **"Common Parts"**: shall mean and include the amenities and facilities at the building Complex as may be meant for common use of the Purchasers/Owner and occupiers of units of the said building complex and the same more fully described in *Schedule "E"* hereunder written.
- (m) **"Common Purpose"**: shall mean and include the purpose of maintaining and up keeping of the said building complex and in particular the common parts, amenities and essential services as also meeting of the common expenses and matters relating to mutual rights and obligations of the Purchasers/Owner/occupiers of several units and other spaces of the building complex.
- (n) **"Common Expenses"**: The costs and expenses required to be incurred or disbursed or paid for the common purposes including administration, management and maintenance of the common parts, facilities, amenities, essential services and the security services at the building complex and the same to be proportionately contributed and borne by the Purchaser herein.
- (o) Where any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser than the portion of the whole amount payable by the Purchaser shall be in proportion to the total area of the "said Unit" in comparison to the areas of other units in the building.
- (p) **"Association"**: shall mean an Association or Society to be formed by the Developer/Vendor for the common purposes of the said Building complex and/or the units thereat.
- (q) **"Sinking Fund"**: shall mean the reserve fund to be contributed by of the Purchasers of units at the said building complex including the Purchaser herein on account of capital expenses to be incurred after completion of the building complex and to be held by the Developer/Vendor or the Association on its formation.
- (r) **"Transfer"**: with its grammatical variations shall include a transfer by possession or by any other means adopted for affecting the transfer of a Unit or other spaces in a multi-storied building in favour of an



Purchaser thereof although the same may not amount to a transfer in law. Provided however that the transfer of the "said Unit" in favour of the Purchaser would be subject to the terms conditions covenants and stipulations herein contained.

**WHEREAS:**

A. Originally, **Sachindra Nath Mitter** was seized and possessed of or otherwise well and sufficiently entitled as absolute Owner/Vendor in respect of **All That** the piece or parcel of Plot of Land measuring about **8 (eight) Cottahs and 12 (twelve) Chittacks** together with Tin Shed structures lying erected and/or built thereon situate lying at and being **Municipal Premises Nos. 24/1 and 25, Gangadhar Babu Lane, Kolkata - 700 012** (hereinafter referred to as the "**said Property**"), free from all encumbrances whatsoever save and except the occupiers in possession of portions thereof, by virtue of final decree passed by the Learned Court of 6<sup>th</sup> Sub-Judge at Alipore in the partition suit being Suit No.75 of 1944.

B. On the 25<sup>th</sup> day of July, 1986 the said Owner/Vendor Sachindra Nath Mitter died leaving behind his Last Will and Testament dated April 8, 1960, whereby he had bequeathed all his properties including the "said Property" unto and in favour of his 3 (three) sons Sibaji Mitter alias Mitra, Saptarshi Mitter alias Mitra and Debarshi Mitter alias Mitra, absolutely.

C. On an application being P.L.A. No.181 of 2004 made by Sibaji Mitter alias Mitra, the Hon'ble High Court, Calcutta had passed order granting Probate of the said Last Will and Testament of Late Sachindra Nath Mitter appointing the said Sibaji Mitter alias Mitra as the sole Executor of the estate of the said deceased.

D. On November 19, 2011 the said Sibaji Mitter alias Mitra, who was the sole executor of the estate of Late Sachindra Nath Mitter as aforesaid, died intestate leaving behind him surviving his wife Smt. Monidipa Mitra and the only daughter Srimoyee Mitra as his only heiresses and legal representatives. The said sole executor Sibaji Mitter alias Mitra had died pending completion of the administration of the estate of Late Sachindra Nath Mitter.

E. On an application being G.A. No.174 of 2012 made by the said Smt. Monidipa Mitra in P.L.A. No.181 of 2004, the Hon'ble High Court, Calcutta passed order dated May 16, 2012 appointing the said Smt. Monidipa Mitra as the Sole Administratrix to the estate of Late Sachindra Nath Mitter.

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F. The said Smt. Monidipa Mitra as the Administratrix to the estate of Late Sachindra Nath Mitter duly transferred the "said Property" being land and premises Nos.24/1 and 25, Gangadhar Babu Lane, Kolkata - 700 012 unto and in favour of the legatees Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri Saptarshi Mitra and Sri Debarshi Mitra by virtue of Deed of Assent registered in Book No.I, CD Volume No.22, Pages from 1678 to 1686, Being No.06835 for the year 2013 at the office of the Additional Registrar of Assurances-II, Kolkata.

G. The "said Property" being land and premises Nos.24/1 and 25, Gangadhar Babu Lane, Kolkata - 700 012 was subsequently amalgamated by the Kolkata Municipal Corporation and was re-numbered as Municipal Premises No.25, Gangadhar Babu Lane, Kolkata - 700 012, more fully described in the *Schedule "A" Part* Thereunder written.

H. In the premises aforesaid, the said Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri Saptarshi Mitra and Sri Debarshi Mitra had jointly become the absolute Owner in respect of the "said Property" being land and premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), Kolkata - 700 012.

I. By a Deed of Conveyance dated the 1<sup>st</sup> day of November, 2013 being Deed No.14708 for the year 2013 registered at the office of the Additional Registrar of Assurances-II, Kolkata, entered into between Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri Saptarshi Mitra and Sri Debarshi Mitra therein referred to as the Vendors of the First Part and MessrsManprakash Projects Pvt. Ltd. therein referred to as the Purchaser of the Second Part and Sri Santosh Kumar Singhania &Anr. therein referred to as the Confirming Parties of the Third Part, the said Vendors Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri Saptarshi Mitra and Sri Debarshi Mitra with the consent and concurrence of the said Confirming Parties duly sold, transferred and conveyed unto and in favour of the said Purchaser MessrsManprakash Projects Pvt. Ltd. **All That** the "said Property" being land and premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), Kolkata - 700 012, more fully described in the *Schedule "A" Part I* thereunder written and also described in the *Schedule "A" Part* Thereunder written, free from all encumbrances whatsoever, save and except G.A. No.1904 of 2017 and G.A. No.1292 of 2019 in Execution Case No.125 of 2011 and C.S. No. 480 of 2002 pending before the Hon'ble High Court, Calcutta and also the possession and occupation of Sri Amal Kumar Dasgupta in respect of the tin roofed structure



measuring about 300 Sq.ft. situated in the front on the road side of the "said Property" ("**Occupied Portion**").

J. By an order dated 20<sup>th</sup> June, 2019 passed by the Hon'ble High Court, Calcutta, the said pending proceeding being G.A. No.1292 of 2019 and G.A. No.1904 of 2017 in Execution Case No.125 of 2011 and C.S. No.480 of 2002 (Manprakash Projects Pvt. Ltd. -Vs- Harish Chopra &Ors.) was disposed of as per the Terms of Settlement filed and it was, inter alia, recorded that the said occupant Sri Amal Kumar Dasgupta shall vacate the said "Occupied Portion" and make available the vacant and peaceful possession thereof as and when the same be required for development of the said property and the same within 1(one) month from the date of notice being served for the purpose by the Owner/Vendor abovenamed.

K. Apart from the said occupant Sri Amal Kumar Dasgupta in occupation of the said "Occupied Portion" as aforesaid, G. D. Export, Durgapur Transport Corporation, Capital Transport, Choraria Comm.Co., Sanjay Kr. Agarwal, Fabulous Trav.Serv.Pvt.Ltd., Kavita Kothari, Pankaj Kr. Agarwal, Pawan Kr. Agarwal and Binay Hetamsariya are also in occupation of portions of the "said Property".

L. Since after purchase of the "said Property", the Owner/Vendor herein duly applied for and got its name mutated as the Owner in respect of the "said Property" in the records of the Kolkata Municipal Corporation and further duly paid municipal taxes on account of the "said Property".

M. In the premises aforesaid, **Manprakash Projects Private Limited**, has been the sole and absolute Owner in respect of **All That** the piece or parcel of plot of land containing by measurement a more or less area of **8 (eight) Chottahs 12 (Twelve) Chittacks** be the same a little more or less in the together with structures having tin shed situate lying at and being **Municipal Premises No. 25, Gangadhar Babu Lane, KMC Ward No. 47, Police Station and Post Office BowBazar, Kolkata-700 012**, more fully described in the *Schedule "A" Part I* hereunder written. (hereinafter referred to as the "**said Property**").

N. By virtue of a Development Agreement dated the 19<sup>th</sup> day of July, 2019 registered in Book No.I, Volume No. 1902-2019, Pages from 132348 to 132395, Being No.190203493 for the year 2019 at the office of the Additional Registrar of Assurances-II, Kolkata ("Development Agreement"), the Owner/Vendor has entrusted to the Developer/Vendor the development of the "said Property" and construction of the commercial building complex consisting of

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several units for transferring of the same to the intending Purchasers at such price and on such terms and conditions which the Developer/Vendor in their sole discretion may deem fit and proper.

O. In pursuance of the said "Development Agreement" the Owner/Vendor herein retained and appointed Sri Sandeep Kumar Saraogi and Sri Pawan Kumar Agarwal, nominees of the Developer/Vendor as their Constituted Attorney to do various acts, deeds, matters and things by virtue of Power of Attorney dated the dated 19<sup>th</sup> July, 2019, registered in Book No. I; Volume No. 1902-2019, Pages 133080 To 133104 being No. 190203508/2019 at the office of Additional Registrar of Assurances II, Kolkata.

P. The "said Property" is earmarked for the purpose of construction of the commercial multistoried building complex consisting of Basement, Ground and upper 4 (four) Floors and the said project shall be named and known as "EMPRESS";

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

R. The Kolkata Municipal Corporation has granted the commencement certificate to undertake and carry out development of the project vide approval dated 27.08.2021 bearing building permit no. 2021060017.

S. The Developer/Vendor has obtained the required final layout plan, "Sanctioned Plan", specifications and approvals for the Project and also for the units and the building, as the case may be from Kolkata Municipal Corporation. The Developer/Vendor agree and undertake that they shall not make changes to these approved plans except in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable; The Developer/Vendor has since duly commenced the development of the said Project and construction of the proposed commercial building complex after causing demolition of the existing structures as per the said sanctioned plan issued by the Kolkata Municipal Corporation.

T. The Purchaser had applied for a **Unit** in the Project and has been allotted **Unit No. XX** (an incomplete and semi-finished/ unfinished Space erected only to the extent of outer and partition walls with plaster and the same without flooring work, internal electric wiring, electrical fittings) having carpet area of **XX Square Feet**, (Super built up area of **XXX Square Feet**) on **XX Floor**





**Together with** right to use **1 (one)** medium size covered car parking on the **Basement Floor** of the said building named and known as "**Empress**", more fully described in the **Schedule "A" Part II** hereunder written, (hereinafter referred to as the "**said Unit**"), at or for the agreed consideration and on the agreed terms as hereinafter recorded ;

U. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

V. The Purchaser abovenamed having duly inspected all the title deeds and documents as also the sanctioned plan as also having caused necessary searches and investigation into the Owner/Vendor's title, has fully satisfied *himself/herself/themselves* with regard to the title of the Owner/Vendor in respect of the "said Property" as also the right of the Developer/Vendor to undertake the development of the "said Property" and construction of the said proposed commercial building.

W. 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.

X. 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;

Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Vendor hereby agree to sell and the Purchaser hereby agrees to purchase in respect of the Unit with or without right to use the covered/open/mechanical parking (if applicable) as specified in **Para "T"** above.

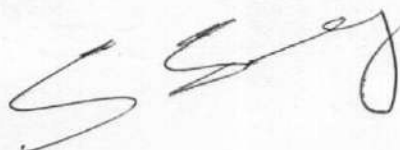
**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follow:

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer/Vendor agree to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said Unit as specified in **Para "T"** above.

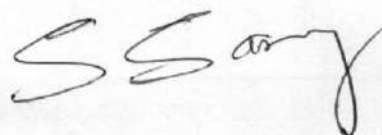
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- 1.2 The Total Price for the said Unit is **Rs. XXXXX/-(Rupees XXXXXXXXXXXXXXXX) Only ("Total Price")** which the Purchaser shall pay in the manner as mentioned in **Schedule 'C' Part - I** hereto to the Developer/Vendor and the Developer/Vendor agrees to construct and sell to the Purchasers the said Unit more fully described in the **Schedule "A" Part II** hereunder written.
- 1.3 The Total Price above includes the booking amount paid by the Purchaser to the Developer/Vendors towards the said Unit;
- 1.4 The Purchaser/Purchasers also agree to pay to the Developer/Vendor in addition to the said purchase price all applicable statutory outgoing and expenses on account of GST and any other taxes as may be applicable in respect of the said Unit.
- 1.5 The Developer/Vendor shall intimate in writing to the Purchaser, the amount payable as stated herein above and the Purchaser shall make payment demanded by the Developer/Vendor within the time and in the manner specified herein. In addition, the Developer/Vendor shall provide to the Purchaser 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;
- 1.6 The Total Price of the said Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing lift, water line and plumbing, doors, windows, (flooring and internal wiring not included) fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.
- 1.7 The Total Price is escalation-free, save and except increases, which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other charges, which may be levied or imposed by the competent authority from time to time. The Developer/Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/ charges imposed by the competent authorities, the Developer/Vendor shall enclose the said notification/order/rule/ regulation to that effect along with the demand



letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

- 1.8 The Purchaser(s) shall make the payment/consideration amount as per the payment plan set out in **Schedule "C" Part - II** hereunder written in respect of the said Unit and in addition to the aforesaid consideration amount the Purchaser shall pay interest free extra and deposits and additional amounts as set out in the **Schedule "C" Part - III** hereunder written.
- 1.9 The Purchaser shall without raising any objection of any nature whatsoever, pay the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings, extra and deposit on account and in respect of the said Unit and demand for payment raised by the Developer/Vendor/Developer/Vendor for the payment as per the Payment Schedule described in **Schedule "C"** of this Agreement, within 15 (fifteen) days of presentation of demand or bill on account therefore, failing which the Purchaser shall without prejudice to the other rights of the Developer/Vendor/Developer/Vendor, pay interest at the rate of 18% per annum, calculated from the date on which the amount would fall due up to the date of payment, both days inclusive. Part payment will not be accepted after the due dates. The Purchaser also admit and accepts that in the event any of the amounts/bills remaining outstanding for more than 2 (two) months, all common services to the said Unit of the Purchaser shall be discontinued and/or the Purchaser also be debarred from the benefits of the common facilities.
- 1.10 It is agreed that the Developer/Vendor 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"** and **Schedule "E"** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the said Unit, without the prior permission of Kolkata Municipal Corporation as per the provisions of the Act:
- Provided that the Developer/Vendor may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.
- 1.11 The Developer/Vendor shall confirm the final carpet area of the said Unit that has been allotted to the Purchaser after construction of the



Building is complete and the occupancy certificate or such other certificate by whatever name called issued by the competent authority 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 Developer/Vendor, if there is reduction in the carpet area then the Developer/Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed herein above, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than 10% (ten percent) of the carpet area of the Units, allotted to Purchaser, the Developer/Vendor may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in **Schedule "C"**.

- 1.12 Subject to **Para 9.3** the Developer/Vendor agrees and acknowledges, the Purchaser shall have the right to the said Unit as mentioned below:
- (i) The Purchaser shall have exclusive title to the said Unit;
  - (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/Vendor shall hand over the common areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the said Unit includes recovery of price of land, construction of [not only the Unit/ but also] the Common Areas/Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit/, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per **Para 11** etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project;



- (iv) The Purchaser has the right to visit the project site to assess the extent of development of the project and *his/her/their* said Unit, as the case may be, with prior approval and/or appointment.
- 1.13 It is made clear by the Developer/Vendor and the Purchaser agrees that the said Unit along with right to use car parking (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Building/Project is an independent, self-contained Building/Project covering the said Plot of Land and is not a part of any other building/project or zone and shall not form a part of and/or linked/combined with any other building/project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Building/Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Building/Project.
- 1.14 The Developer/Vendor/Developer/Vendor agree to pay all outgoings before transferring the physical possession of the Units to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer/Vendor fail to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the -Unit to the Purchaser/s, the Developer/Vendor agree 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.
- 1.15 The Purchaser has paid a sum of **Rs. XXXXX/- (Rupees XXXXXXXXXXXXXXXX) Only** as booking amount being part payment towards the Total Price of the said Unit at the time of application the receipt of which the Developer/Vendor hereby acknowledge and the Purchaser hereby agrees to pay the remaining of the total price of the said Unit as prescribed in the Payment Plan (**Schedule "C" Part - II**) as may be demanded by the Developer/Vendor within the time and in the manner specified therein.



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

- 1.16 The Purchaser accepts and confirms that (1) the Land Share and the Share In Common Portions is a notional proportion that the said Unit bears to the currently proposed area of the Said Building (2) if the area of the Said Building is recomputed by the Developer/Vendor or the Developer/Vendor integrate/add (notionally or actually) other lands to the Said Property (which the Developer/Vendor shall have full right to do and which right is hereby unconditionally accepted by the Purchaser), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein (3) the Purchaser shall not demand any refund of the Total Price paid by the Purchaser on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share in Common Portions shall not be divisible and partible and the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer/Vendor, in its absolute discretion.
- 1.17 The Purchaser admits and accepts that the Purchaser and other Purchasers of Units at the building shall form the Association and the Purchaser shall become a member thereof. The Purchaser shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Purchaser hereby irrevocably authorize and empower the Developer/Vendor to take appropriate steps on behalf of the Purchaser for formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each of the Purchaser of Units at the building shall be entitled to cast a vote at the meetings of the Association, irrespective of the size of *his/her/its* Units.
- 1.18 If any structural work or any other workmanship in the said Unit is claimed to be defective by the Purchaser either at the time of possession or within a period of one month from the date of delivery of



possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect in this regard shall be final and binding on the parties. If directed by the Architect, the Developer/Vendor shall at their own costs remove the defects. However, this shall in no manner entitle the Purchaser to refuse to take possession of the said Unit and if the Purchaser does so, the possession date called for by the Developer/Vendor in the possession letter or the Notice for possession shall be considered the **Deemed Possession** as contained in Possession Clause hereunder written and all the condition of the possession taken by the Purchaser shall apply and all consequences mentioned therein shall follow.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer/Vendor abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Developer/Vendor and the same within the stipulated time as mentioned in the Payment Plan mentioned in **Schedule 'C' Part - II** hereunder and the same [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the "Prajapati Builders Escrow Account" payable at Kolkata.

3. **COMPLIANCE OF LAW RELATING TO REMITTANCE:**

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



for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Developer/Vendor accept no responsibility in regard to matters specified in **Para 3.1** above. The Purchaser shall keep the Developer/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer/Vendor immediately and comply with necessary formalities if any under the applicable laws, The Developer/Vendor shall not be responsible towards any third party making payment remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer/Vendor/Developer/Vendor shall be issuing the payment receipts in favour of the Purchaser only.

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

The Purchaser authorizes the Developer/Vendor to adjust and appropriate all payments which shall be made by him/her/them under any head(s) of dues against lawful outstanding of the Purchaser against the said Unit, if any, in his/her/their name and the Purchaser undertakes not to object/demand/direct the Developer/Vendor to adjust his/her/their payments in any manner.

5. **TIME IS ESSENCE:**

The Developer/Vendor 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 Units to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be.

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

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Unit 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 Developer/Vendor. The Developer/Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the





Developer/Vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under this Agreement , and breach of this term by the Developer/Vendor shall constitute a material breach of the Agreement.

Provided the Developer/Vendor shall have the right of putting up signage and hoarding including neon sign of its name / logo / brand or the name of its segment or affiliates, as well as its products, on the roof or walls or common areas of the Said Project at its sole discretion.

7. **POSSESSION OF THE UNITS:**

- 7.1 **Schedule for possession of the said Unit-** The Developer/Vendor agree and understand that timely delivery of possession of the said Unit to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Developer/Vendor assures to hand over possession of the said Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **December,2023**, 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, insurrection, civil unrest, any rule or notification of the Government or any other public authority or any Act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer/Vendor shall be entitled to the extension of time for delivery of possession of the said Unit:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer/Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Vendor shall refund to the Purchaser the entire amount received by the Developer/Vendor from the allotment within 45 days from that date. The Developer/Vendor shall intimate the Purchaser



about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that *he/ she/ them* shall not have any rights, claims etc. against the Developer/Vendor and that the Developer/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Developer/Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Unit, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developer/Vendor within 3 months from the date of issue of occupancy certificate]. The Developer/Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Vendor. The Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/Vendor/association of Purchasers, as the case may be after the issuance of the completion certificate for the project. The Developer/Vendor shall hand over copy of the occupancy certificate of the Unit, to the Purchaser at the time of Transfer of the same.
- 7.3 **Failure of Purchaser to take Possession of Unit-** Upon receiving a written intimation from the Developer/Vendor (Notice of Possession) as per para 7.2, the Purchaser shall take possession of the said Unit from the Developer/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/Vendor shall give possession of the said Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in Para 7.2, such Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2 from the Deemed Date of Possession.
- 7.4 **Possession by the Purchaser** -After obtaining the occupancy certificate and handing over physical possession of the Units to the Purchasers, it shall be the responsibility of the Developer/Vendor to hand over the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, as per the local laws;



Provided that, in the absence of any local law, the Developer/Vendor shall handover the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate and handing over possession of the Units to the Purchasers.

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

Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Developer/Vendor, the Developer/Vendor herein shall be entitled to forfeit 10% of total consideration. The balance amount of money paid by the Purchaser shall be returned by the Developer/Vendor to the Purchaser within 45 days of such cancellation.

- 7.6 **Compensation** - The Developer/Vendor shall compensate the Purchaser in case of any loss caused to them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer/Vendor fails to complete or is unable to give possession of the Unit(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Developer/Vendor on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer/Vendor shall be liable, on demand to the Purchasers, in case the Purchaser 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 [Unit], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer/Vendor shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Unit which shall be paid



by the Developer/Vendor to the Purchaser within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/VENDOR:

The Developer/Vendor hereby represent and warrant to the Purchaser as follows:

- (i) The Developer/Vendor have absolute, clear and marketable title with respect to the "said Plots of Land"; the requisite rights to carry out development upon the "said Plots of Land" and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer/Vendor have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the "said Plots of Land" or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with any adverse orders or restrictions impacting the Project in any manner;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, "said Plots of Land" and Units are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Vendor have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, "said Plots of Land", Building and Units and common areas;
- (vi) The Developer/Vendor have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Developer/Vendor have not entered into any agreement for transfer and/or development agreement or any other agreement/arrangement with any person or party with respect to the "said Plots of Land" including the Project and the said Unit



which will, in any manner, affect the rights of Purchaser under this Agreement;

- (viii) The Developer/Vendor confirm that the Developer/Vendor are not restricted in any manner whatsoever from transferring the said Unit to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the transfer deed the Developer/Vendor shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Purchaser and the common areas to the association of Purchasers 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 Developer/Vendor have 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 Units, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of Purchasers or the competent authority, as the case may be in accordance with the terms and conditions of this Agreement;
- (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 Developer/Vendor in respect of the said Land and/or the Project.

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

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



- (i) Developer/Vendor fail to provide ready to move in possession of the said Unit to the Purchaser within the time period specified in para 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 para 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
  - (ii) Discontinuance of the Developer/Vendor' business as a Developer/Vendor on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Developer/Vendor under the conditions listed above, Purchaser is entitled to the following:
- (i) Stop making further payments to Developer/Vendor as demanded by the Developer/Vendor. If the Purchaser stops making payments the Developer/Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or
  - (ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer/Vendor shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the said Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, *he/she/them* shall be paid, by the Developer/Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Unit, which shall be paid by the Developer/Vendor to the Purchaser within forty-five days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the



appropriate authorities concerned shall not be returned by the Developer/Vendor and the Purchaser(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Purchaser fails to make payments for consecutive two demands made by the Developer/Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Purchaser shall be liable to pay interest to the Developer/Vendor on the unpaid amount at the rate prescribed herein above;
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond one month after notice from the Developer/Vendor in this regard, the Developer/Vendor may cancel the allotment of the said Unit in favour of the Purchaser and refund the money paid to it by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Developer/Vendor shall intimate the Purchaser about such termination at least thirty days prior to such termination.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/Vendor and the Purchaser shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

The Developer/Vendor on receipt of Total Price of the said Unit, Total Tax and Total extras and deposits as mentioned in **Schedule 'C' Part - II** under the Agreement from the Purchaser, shall execute a Conveyance Deed and convey the Ownership rights of the said Unit together with proportionate indivisible share in the Common Areas within two



months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser:

Provided that, in the absence of local law, the Conveyance deed in favour of the Purchaser shall be carried out by the Developer/Vendor within three months from the date of issue of occupancy certificate. However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Developer/Vendor to withhold registration of the Conveyance Deed in *his/her/their* favour till payment of stamp duty and registration charges to the Developer/Vendor is made by the Purchaser.

- 10.1. **Nomination by Purchaser with Consent:** The Purchaser shall not transfer, assign or part with his/her/their/its interest or benefit under this Agreement with the possession of the said Unit for a period of 12 months from the date of execution thereof or till the date of possession, whichever is earlier. Such transfer subsequently will be subject to appropriate transfer charges of Rs.200/= per Square Feet and written NOC from the Developer/Vendor and that the Purchaser and the nominee shall be bound to enter into a tripartite agreement with the Developer/Vendor.
- 10.2. **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Developer/Vendor and **subject to** the above conditions, the Purchaser shall be entitled to nominate, assign and/or transfer the Purchaser's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.
11. **MAINTENANCE OF THE BUILDING//PROJECT:**

The Developer/Vendor 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. In case the formation of the association is delayed, the Developer/Vendor shall provide and maintain the essential services in the said Project till the association is formed and the said Project is handed over to the association and the Purchaser shall be liable to pay to the Developer/Vendor or facility management company, the charges for such maintenance as fixed by the Developer/Vendor at actuals.





**12. DEFECT LIABILITY:**

- 12.1 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 Developer/Vendor as per the Agreement for Sale relating to such development is brought to the notice of the Developer/Vendor within a period of five years by the Purchaser(s) from the date of handing over possession, save those as mentioned in clause 12.2 below, it shall be the duty of the Developer/Vendor to rectify such defects without further charge, within thirty days, and in the event of Developer/Vendor's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
- 12.2 The Developer/Vendor shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the said Unit, the Developer/Vendor will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Developer/Vendor will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer/Vendor will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - iv) If the Purchaser after taking actual physical possession of the said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Unit by making any changes in the said Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects



arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer/Vendor;

- v) Different materials have different coefficient of expansion and contraction and as such because of this, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above and the same within the period of 6 (six) months from the date of issuance of completion certificate, the Developer/Vendor shall get it rectified at its own cost.
  - vi) If the materials and fittings and fixtures provided by the Developer/Vendor are not being maintained by the Purchaser or *his / her/ their/ its* agents in the manner in which same is required to be maintained.
  - vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer/Vendor in the Common Areas and/or in the said Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer/Vendor and not amounting to poor workmanship or manufacture thereof.
  - viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- 12.3 The liability of the Developer/Vendor to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Developer/Vendor AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Purchaser and/or of/by the men, servants, contractors, agents personnel etc. of the Developer/Vendor and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Developer/Vendor of *his/her/their/its* own volition in an endeavor to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the



contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer/Vendor and without giving the Developer/Vendor the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Unit, alters the state and condition of the area of the purported defect, then the Developer/Vendor shall be relieved of its obligations contained hereinabove.

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

The Developer/Vendor/maintenance agency/association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered/open parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Developer/Vendor/association and/or maintenance agency to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of Basement and Service Areas: The Basement and service areas, if any, as located within the "Empress", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. .

**15. COMPLIANCE WITH RESPECT TO THE UNIT:**

- 15.1 Subject to para 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the said Unit at *his/her/their/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 said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the

support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Purchaser 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, building therein or Common Areas except the signage or sign-board or neon-sign board of such size and at such part or portion of the said Unit as may be permitted by the Developer/Vendor. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the except the signage or sign-board or neon-sign board of such size and at such part or portion of the "said Unit" as may be permitted by the Vendor or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the except the signage or sign-board or neon-sign board of such size and at such part or portion of the "said Unit" as may be permitted by the Vendor.
- 15.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Vendor and thereafter the association and/or maintenance agency appointed by association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Purchaser shall co-operate in the management and maintenance of the Building including the common portions and facilities thereat by the Developer/Vendor/the Maintenance Agency/the Association.
- 15.5 The Purchaser shall observe the rules as may from time to time be framed by the Developer/Vendor/the Maintenance Agency/the Association for the beneficial common use and enjoyment of the common portions at the Building.
- 15.6 The Purchaser shall pay for electricity and other utilities as may be consumed in or relating to the said Unit and Appurtenances and the Common Portions, from the Date of Possession.
- 15.7 The Purchaser shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Unit only



through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer/Vendor or to the other Purchasers. The main electric meter shall be installed only at the common meter space in the Said Project. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building and outside walls of the Building save in the manner as be indicated by the Developer/Vendor/the Maintenance Agency/the Association.

- 15.8 The Purchaser shall not use or allow the said Unit to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- 15.9 The Purchaser shall not sub-divide the said Unit and Appurtenances and the Common Portions, under any circumstances.
- 15.10 The Purchaser shall not change/alter/modify the names of the Building and the Said Project from that mentioned in this Agreement.
- 15.11 The Purchaser shall not use the said Unit or permit the same to be used for any purpose other than the purpose for which the same is meant and has been sanctioned by the Kolkata Municipal Corporation.
- 15.12 The Purchaser shall not claim any right over and in respect of the roof of the building and parking spaces and open spaces on the ground and basement floors of the building complex except the right to park cars are specifically granted to the Purchaser(s). It is made clear that the roof and also the parking spaces and the open spaces on the ground and basement floors of the building shall always be the property of the Vendors/Developer/Vendor and be at the exclusive disposal of the Vendors/Developer/Vendor herein.
- 15.13 The Purchaser shall not use or permit to be used the said Unit or the Common Portions or the Said Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the building / Project.
- 15.14 The Purchaser shall not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Portions.



- 15.15 The Purchaser shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the said Unit and the Said Parking Space, if any.
- 15.16 The Purchaser shall not violate any of the rules and/or regulations as may be laid down by the Developer/Vendor/the Maintenance Agency/the Association for use of the Common Portions.
- 15.17 The Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 15.18 The Purchaser shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Unit, the Said Parking Space, if any and the Common Portions.
- 15.19 The Purchaser shall not put up or affix any sign board, name plate or other similar things or articles in the Common Portions or outside walls of the Said Unit/Building/Said Project except the signage or sign-board or neon-sign board of such size and at such part or portion of the said Unit as may be permitted by the Developer/Vendor.
- 15.20 The Purchaser shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment **save** the usual home appliances

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

The Parties are entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Developer/Vendor undertake that they have 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.

18. **DEVELOPER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer/Vendor executes this Agreement it shall not mortgage or create a charge on the said Unit and if any such mortgage



or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such said Unit.

19. **UNIT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

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

20. **BINDING EFFECT:**

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

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/Vendor/Developer/Vendor and the Purchaser(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.



21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit /building, as the case may be.

22. **RIGHT TO AMEND:**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:**

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 said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Purchasers of the Units, in case of a transfer, as the said obligations go along with the Units for all intents and purposes.

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

- 24.1 The Developer/Vendor may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Developer/Vendor in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer/Vendor to exercise such discretion in the case of other Purchasers.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **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 Rule 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.

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

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

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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.

28. **PLACE OF EXECUTION:**

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

29. **NOTICES:**

That all notices to be served on the Purchaser and the Developer/Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer/Vendor by Registered Post at their respective addresses. It shall be the duty of the Purchaser and the Developer/Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all



communications and letters posted at the above address shall be deemed to have been received by the Developer/Vendor or the Purchaser, as the case may be.

30. **JOINT PURCHASERS:**

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

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser in respect of the unit, plot or building, as the case may be, prior to the execution and registration of this Agreement for Transfer for such unit, shall not be construed to limit the rights and interests of the Purchaser under the Agreement for Transfer or under the Act or the rules or the regulations made thereunder.

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 Act and the Rules and Regulations made thereunder including other applicable 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 under the Arbitration and Conciliation Act, 1996 or as amended from time to time.

**THE SCHEDULE "A"**

**PART I**

**"SAID PROPERTY"**

All That piece and parcel of land measuring more or less 8 (Eight) Cottahs 12 (Twelve) Chittacks structure standing thereon being premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West Bengal along with all user and easement rights and all

other rights and facilities appurtenant thereto. The said land is butted and bounded by: -

**On the North** : By premises No.23, Gangadhar Babu Lane;  
**On the South** : By premises No.27, Gangadhar Babu Lane;  
**On the East** : By Gangadhar Babu Lane;  
**On the West** : By premises No.26, Gangadhar Babu Lane;

**THE SCHEDULE "A"**

**PART II**

**"SAID UNIT"**

**ALL THAT**the Shop Room/Show Room/Office Space being Unit No. 10(an incomplete and semi-finished/ unfinished Space erected only to the extent of outer and partition walls with plaster and the same without flooring work, internal electric wiring, electrical fittings) containing by measurement carpet area **XXX Square Feet**(Saleable Area **XXX Square Feet**) be the same a little more or less on the **XX Floor Together with** right to use **XX (XX) XX** size covered car parking on the **Basement Floor** of the building named and known as "**EMPRESS**" at **Municipal Premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West Bengal**, shown and delineated in the PLAN annexed hereto and marked **Schedule "B"** Together With right at *his/her/their/its* own costs to complete the "said Unit" and make the same habitable by causing the various finishing works Together With right to enjoy the common facilities more fully described in the "**D**" **Schedule** hereunder written **As Also** the common parts, described in the "**E**" **Schedule** hereunder written;

**SCHEDULE 'B'**

**FLOOR PLAN OF THE UNIT**

**Plan annexed hereto**

**SCHEDULE 'C'**

**CONSIDERATION/SALE PRICE**

**PART-I**



The consideration payable by the Purchaser to the Developer/Vendor for sale of said unit shall be as follows:

Sl. No	Particulars	Amount (Rs.)
a)	Cost of the said Units @XX per Sqft	XXXX
b)	Cost of Car Parking	XXXX
c)	The Total Sale Price	XXXX
	(Rupees XXXXXXXXXXXXXXXX) Only	

### PART - II

#### (Schedule of payment of the Total Sale Price)

The said total consideration of Rs.56,99,000/= (Rupees Fifty-Six Lakh and Ninety-Nine Thousand) Only shall be paid by the Purchaser/s to the Developer/Vendor in the following manner:

Installment	Payment Plan	%	Consideration Amount (Rs.)
1	On Booking Amount and Agreement	10%	XXXX
2	After Agreement and on Completion of Basement	10%	XXXX
3	On Completion of Ground Level Plinth	10%	XXXX
4	On Completion of 1st Floor	10%	XXXX
5	On Completion of 2nd Floor	10%	XXXX
6	On Completion of 4th Floor	10%	XXXX
7	On Completion of 4th Floor	10%	XXXX
8	On Completion of Bricks wall of the Floor	10%	XXXX
9	On Completion of Sewerage	7.5%	XXXX
10	On Completion of Door, Windows	7.5%	XXXX
11	On Completion Certificate or Handover, whichever earlier	5%	XXXX
	<b>TOTAL</b>	<b>100%</b>	<b>XXXX</b>

**Note: Legal Charges @1% to be paid to B.K.Jain & Co. as per the schedule hereinbelow:**

Installment	Payment Plan	%	Legal Fees
1	On Booking Amount and Agreement	0.5%	XXXX
2	On Completion of project	0.5%	XXXX
	<b>TOTAL</b>	<b>1%</b>	<b>XXXX</b>

**Provided However That** the Purchaser herein will be required to pay to the Developer/Vendor along with the amount of each of the above stated installments towards consideration, the amount of G.S.T. at the rate as may be payable;

**Provided Also That** along with last installments towards payment of consideration as above, the Purchaser shall also pay to the Developer/Vendor the amounts of Extras and Deposits in equal proportion as per **SCHEDULE - 'C' Part - III** of the Agreement.

**Part - III**

**(Extras and Deposit)**

1. The Purchaser would pay to the Developer/Vendor the proportionate amounts of the costs, charges and expenses on account of the following:

<p><b>Advance Maintenance Charges:</b> This amount is payable against 6 (Six) months advance maintenance charges in respect of the said Unit</p>	Rs. 5/- Sqft
<p><b>Municipal Tax Deposit:</b> This amount is deposit till the separate Assessment of Municipal taxes in respect of the said Unit</p>	Rs. 25/- Sqft
<p><b>Sinking Fund:</b> This amount is payable as funds for future Repairs, replacement improvements and installation of Capital Assets at the building. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer/Vendor or the Association deem fit and proper.</p>	Rs. 100/- Sqft
<p><b>Electricity Charges:</b> This amount is payable for the said Unit as reimbursement of all costs, charges and incidentals expenses incurred by the Developer/Vendor in making arrangement with CESC Ltd. for procuring and installing transformer and H.T/L. T. Electricity connection at the said building/project.  Provided that the purchaser shall pay the security deposit to CESC Ltd directly on Account of Individual meter.</p>	Rs. 100/- Sqft

<b>Diesel Generator Power Backup:</b> This amount is payable for the said Unit as reimbursement of all costs, charges and incidentals expenses incurred by the Developer/Vendor for Installation of Generator and its accessories for Common area and providing 5KVA connection to the said Unit.	<b>Rs. 50/- Sqft</b>
<b>Associate Formation Charges:</b>	<b>Rs. 20,000/-</b>
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. XXXX/-</b>

2. In addition to the above specified amounts, the Purchaser shall also pay to the Developer/Vendor the following amounts: -
- a) Proportionate share of the costs charges and expenses for setting up or providing any additional or extra facilities or installations at the complex in addition to those mentioned in the *Schedule "D."* hereunder written.
  - b) Documents and Legal Fee 1% of the value payable to advocate **M/s. B.K. Jain & Co.,** (Solicitor & Advocates) for the purpose of preparing this Agreement and also for the proposed Deed of Transfer/Conveyance. 50% payable along with Agreement for Sale and balance amount to be paid at the time of execution and registration of Deed of Conveyance. Amounts of stamp duty, registration fees and other costs and expenses on account of the execution and registration of this Agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof.
  - c) Security Deposit as may be required by CESC Limited as also the amounts of expenses required to be incurred for separate meter in respect of the "said Unit" directly from CESC Limited and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
  - d) Service Tax, GST, Value Added Tax (VAT), or any other statutory charges/levies by any name called, if applicable and payable on construction of the "said Unit" or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser in respect of the "said Unit".

- e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the "said Premises" and/or the "said Unit" and/or the Building or on the construction or transfer of the "said Unit" envisaged hereunder payable by the Purchaser wholly if the same relates to the "said Unit" and otherwise proportionately.

**SCHEDULE 'D'**

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

- Interiors:** All the interior walls will be finished with Wall putty;
- Toilets:** Elegant CP fittings, Anti-skid Tiles on the floor and Ceramic Tiles on the wall up to Door Height. Concealed piping for water and Western Style Sanitary fittings. All the fittings will be of reputed make.
- Doors:** Main door: Teak Wood Polish finish flush Door with Night Latch of reputed make or glass panels as required.
- Windows:** Powdered Coated Aluminum window with glass panels.
- Roof:** Properly waterproofed.
- Electrical:** Insulated Copper Concealed wiring up to the Office Space (Distribution Box)/Unit;
- Internal Finish:** Wall putty on the internal walls.
- External Finish:** Good quality of tiles/ stones with combination of acrylic paint.
- Water Supply:** KMC water supply with high efficiency pumping system.
- Common Amenities:** Firefighting arrangement and security surveillance in common areas.
- Note:** The layout and specification contained in the above schedule are tentative and subject to alternation/modification on account of technical reasons, without any reference.



SCHEDULE 'E'

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

**Common parts, amenities and facilities at the building shall include: -**

- a) The beams support, main walls, corridors, lobbies, stair-landings, stair-ways, pump room, lift well, lift machine rooms, electric meters room entrance to and exits from the building and other areas and spaces of the buildings intended for the common use;
- b) Installation of common services such as water sewerage etc;
- c) Lift, generator, pump, motor, pipes, ducts and all apparatus and installations in the said building for common use;
- d) Underground water reservoir and the overhead water tank water pump with motor and water distribution pipes to the overhead water Tank and also to all floor of the building.
- e) Water waste and sewerage evacuation pipes and drains from the units to drain and sewers.
- f) Electrical installations with main switch and the meter.
- g) Concealed Electric Wiring and fittings and fixtures for lighting the stair case, common areas, lobby and landings and also operating the lift.
- h) Toilets on the ground floor for drivers, servants and security personnel.
- i) Firefighting equipment in the common parts of the building.
- j) Such other areas, installations and/or facilities as the Developer/Vendor may specify to form part of the common parts, areas and installations of the building.

SCHEDULE 'F'

Costs, expenses and outgoings and obligations for which all Purchasers are to contribute proportionately.

- a) The expenses of maintaining, repairing, redecoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the *Schedule "E"* above written;
- b) The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the





building and also the common areas of the building described in the *Schedule "E"* above written;

- c) The cost of cleaning and lighting the entrance, Drive, ways and passages of the building complex and also the building lobby, corridors, staircase, lift and other common areas;
- d) Cost of decorating the exterior of the building;
- e) Costs of security arrangements;
- f) Salary, Wages, fees and remuneration of/Security Staff /Guards/Lift man, Sweepers, Plumbers, Electricians, Care-takers or any other persons whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof;
- g) Costs of installing and maintaining fire safety equipment's and also fire safety and security measures as required under the concerned laws and rules.
- h) Insurance Premium for insurance of the building, if insured against earthquake, fire and other risks;
- i) Costs and expenses for running and operation all machine equipment's and installations comprised in the common parts, areas and installation including lift, Generator, water pump with motor etc. and also costs of repairing and replacing the same;
- j) Costs of establishment and other expenses of the Association for and on account of looking after the common purposes;
- k) Expenses for serving/supply of common facilities and amenities;
- l) All other costs, expenses and outgoings including litigation costs for common purposes;
- m) Such other costs and expenses as are necessary incidental to the maintenance or up-keeping of the premises and of the common area facilities and amenities;

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



**SIGNED SEALED AND DELIVERED**  
by the **OWNER/VENDOR** at Kolkata in  
the presence of:

**SIGNED SEALED AND DELIVERED**  
by the **DEVELOPER/VENDOR** at  
Kolkata in the presence of:

**SIGNED SEALED AND DELIVERED**  
by the **PURCHASER(S)** at Kolkata in the  
presence of:

Prepared & Drafted By:  
B.K.Jain & Co. (Advocates)  
6A,K.S.Roy Road, Kolkata-700001  
Sandeep Jain, Advocate  
Enrolment No. F-961/1373/96

*SS Jain*

RECEIVED of and from the within named Purchaser  
the within-mentioned part payment of the consideration  
as per Memo written herein below.

Rs. XXXXX

(Rupees XXXXXXXXXXXXXXXXXXXXXXX) Only;

**MEMO OF CONSIDERATION**

Sl. No.	Dated of receiving	Cheque No.	Bank	Cheque Amount		GST Amount	Net Consideration Amount
1.				Rs.			
2.				Rs.			

(Rupees XXXXXXXXXXXXXXX) Only;

Witness: -

*SS Sanaagi*

~~~~~  
DATED THIS ..... DAY OF ..... 2022  
~~~~~

BETWEEN

MANPRAKASH PROJECTS PRIVATE LIMITED

..... OWNER/VENDOR

AND

PRAJAPATI BUILDERS

..... DEVELOPER/VENDOR

AND

XXXXXXXXXXXXXXXXXXXX

..... PURCHASER

**"EMPRESS"**

No. 25, Gangadhar Babu Lane, Kolkata-700 012

~~~~~  
**AGREEMENT FOR SALE**  
~~~~~

Unit No. XX, XX Floor

**B. K. Jain & Co.**

(Advocates)

6A, Kiran Shankar Roy Road,  
Ground Floor, Kolkata-700 001.

