

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

**[Disclaimer]**

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

[FORMAT]

**AGREEMENT FOR SALE**

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

**BETWEEN**

**M/S. UROOJ (PAN : DUHPK5768K)**, a proprietorship concern having its office and principal place of business at premises No. 72/11, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah – 711 101 represented by its sole proprietor **MD AZAM KHAN (PAN : DUHPK5768K; AADHAAR : 2621 0280 2101)**, son of Saidur Rahman Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah-711101 hereinafter called and referred to as the **PROMOTER** (which term or expression shall unless excluded by or made repugnant to the subject or context be deemed to mean and include its sole proprietor and his heirs, executors, administrators, legal representatives and/or permitted assignees).

*AND*

\_\_\_\_\_ (PAN: \_\_\_\_\_), son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_

hereinafter called and referred to as the **ALLOTTEE**, which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and/or permitted assignees).

*AND*

- 1) **NISHAT SALAM** (PAN: AKTPS6889A; AADHAAR: 352581512924), widow of Late Abdul Salam Khan, by occupation business woman;
- 2) **AMREEN SALAM** (PAN: BYGPK2470M; AADHAAR: 732909122482), wife of Mohammad Amir Khan and daughter of Late Abdul Salam Khan, by occupation housewife;
- 3) **SIMRAN SALAM** (PAN: GVTPS0745G; AADHAAR: 494283456678), daughter of Late Abdul Salam Khan, by occupation student;
- 4) **MUBASSHIR SALAM KHAN** (PAN: DNAPK1644C; AADHAAR: 942432229424), son of Late Abdul Salam Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah – 711 101;

hereinafter jointly called and referred to as the **OWNERS**, which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or permitted assignees).

**The “Promoter”, the “Allottee” and the “Owners” shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".**

**WHEREAS:**

- A. (1) NISHAT SALAM and (2) AMREEN SALAM, (3) SIMRAN SALAM, and (4) MUBASSHIR SALAM KHAN ("**Owners**") are the absolute and lawful owners of ALL THAT piece or parcel of Bastu land measuring 12 Cottahs 07 Chattacks 33 Square feet or \_\_\_\_\_ square meters, more or less, together with structure standing thereon, situated at Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711102 within Municipal limits of the Howrah Municipal Corporation Ward No. \_\_\_ having Assessee No. \_\_\_\_\_ ("**SAID LAND**"). The facts regarding acquisition/devolution of title of the owners in respect of the said land is mentioned in Part - VII of the Schedule “A” hereunder written.
- B. The Owners and the Promoter have entered into a joint venture development agreement dated \_\_\_\_\_ registered in the Office of \_\_\_\_\_ in Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_ Pages From \_\_\_\_\_ to \_\_\_\_\_ Being No. \_\_\_\_\_ for the year.
- C. The Said Land is earmarked for the purpose of building a residential building comprising a B+G+5 storied multistoried apartment buildings and the said project shall be known as "**UROOJ TOWER**".
- 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 granted sanction of the Building Permit to develop the Project vide **Building Permit No. SWS-OBPAS/1902/2023/1391 dated 16.03.2024 valid up to 15.03.2029** for construction of a B+G+5 storied residential building on the said land;
- F. The Promoter has obtained the final layout plan approvals for the Project from Howrah Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_ on \_\_\_\_\_ under registration.
- H. The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_ ("**Unit**") having carpet area of \_\_\_\_\_ square feet, type residential, on \_\_\_\_\_ floor in the B+G+5 storied residential building to be known as "**UROOJ TOWER**" ("**BUILDING**") along with parking facility admeasuring \_\_\_ square feet in the \_\_\_\_\_, along with pro rata share in the common areas described in **Part – IV** of Schedule "A" and any other area defined under clause (n) of Section 2 of the Act comprised in the project ("**Common Areas**") (The Unit, the parking facility and the common area hereinafter collectively referred to as the "**Designated Apartment**" 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. Additional Disclosures/Details by the Promoter to the Allottee:
- i) The Allottee is aware and accepts that the pictorial representation and/or views of or from the Buildings at the Project as per the pictures or videos uploaded on the internet or in the brochure or elsewhere are just an artistic impression as visualized by artist/creator. There is every likelihood of constructions coming up on the said land whereby such view shall be obstructed or be not available as depicted. The Promoter makes the Allottee fully aware of this aspect and does not take responsibility of ensuring the view of or from the Buildings or surroundings in respect of any landscape or air space.
  - ii) The parking spaces, as per the current planning are of types open and located in the ground floor of the Building. Open spaces at

the Project Land and/or Multilevel Mechanized Parking Systems ("MCP"). While MCP will always be a dependent parking, the location of other parking space will determine the dependence/independence of use of the same. A parking facility is dependent if the movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner whereby each allottee shall be allotted parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.

- iii) The Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time owing to new/revised requirements of applicable laws and the Allottee hereby gives his irrevocable consent for Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate and that no separate and/or further consent will be required to be obtained by the Promoter from the Allottee in this regard.
  - iv) The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
  - L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
  - M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

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

**1. TERMS:**

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

<b>Building/Project - “UROOJ TOWER”</b>	<b>Rate of Apartment per square feet (as per Sl. No. 2 of Part-I of Schedule C).</b>
Apartment No.	
Floor	
Type	
Proportionate cost of Common Area	No separate charges
Preferential Location Charges	No separate charges
Cost of covered parking space	Rs.
Cost of open parking space	Rs.
Total Price (in Rupees) without Taxes (“Unit Price”)	Rs.
Taxes (The Goods and Service Tax and any other applicable tax on the Total Price)	As per prescribed rates, currently being __% of total price = Rs. ....../-.
Tax Deductions at source	As per prescribed rates, currently being 1% of total price = Rs. ....../-.
Other Costs (as per Clause 11.2	Rs.
Deposits (as per Clause- 11.2	Rs.
Total Price and Taxes and Other Costs and Deposits	Rs.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price and Taxes and Other Costs above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date

of handing over the possession of the Unit to the Allottee and/or date of sale deed in favour of the Allottee.

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - (iv) The Total Price of Designated Apartment includes: (1) pro rata share in the Common Areas; and (2) cost of parking(s), if any, as provided in the Agreement. Further, the Other Costs and Deposit mentioned in clause 11.2 shall be payable by the Allottee additionally.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan applicable for Installment Payment Plan set out in SCHEDULE "C" ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @12% per annum for the period by which the respective installment has been preponed with prior written consent of the Promoter. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 Except as disclosed to the Allottee in this Agreement (including in clause I above), 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 in respect of the Unit without the previous written consent of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the 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 specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rata basis.
- 1.8 Subject to clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below:-
  - (i) The Allottee shall have exclusive ownership of the Unit.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Owner, Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the Association Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Project Land and in the common areas to the association of allottees as provided in the Act.
  - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and firefighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project;

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees of the project in common with the Owner, the Promoter and other persons permitted by the Promoter.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely, “**UROOJ TOWER**”, 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.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a sum of Rs..... (Rupees ..... Only) being as booking amount towards the Total Price and Other Costs and Taxes of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan 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:**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment



Plan through A/c Payee cheque/demand draft or online payment (as applicable)] in favour of “M/S. UROOJ” payable at \_\_\_\_\_ Bank. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee(s) shall not be a plea or an excuse for non-payment of any amount or amounts.

- 2.2 In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable as per the **WBREERA** Act and rules thereon and the Allottee shall not raise any objection, dispute or claim in respect thereof.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.;
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of

the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allotee only.

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

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

**5. TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allotee. The Promoter shall abide by the time schedule for completing the project and handing over the designated unit to the Allotee and the common areas to the association of the Allotees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Schedule "C" (Payment Plan).

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

The Allotee has seen the specifications of the schedule unit and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications and specifications as mentioned in PART-V of Schedule "A" hereto. Subject to the terms in this Agreement, the 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 Act and applicable Building Rules and Regulations and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

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

cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment/agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the designated Unit to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Designated Unit within \_\_\_\_\_ of receiving the occupancy certificate of the Project/Building containing the Designated Unit.
- 7.3 Failure of Allottee to take Possession of Designated Apartment - Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Unit and the Parking Facility, if any, to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges.
- 7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Designated Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act;

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment and the Allottee shall not dispute or object to such forfeiture and/or hold the Promoter liable in any manner in respect thereof. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee within 45 days of such cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

- 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, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- 7.7 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment –
- (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or
  - (ii) due to discontinuance of his business as a 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 Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act;

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Designated Unit and the Parking Facility, if any.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the project Land; The promoter has the requisite rights to carry

out development upon the Project Land and the Owners have absolute, actual, physical and legal possession of the Project Land with license to the Promoter to carry out the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from \_\_\_\_\_ for construction of the Project by mortgaging, amongst other properties, the Project Land and the construction, there are no encumbrances upon the Unit and appertaining share in Project Land or in the Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Designated 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/Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Joint Venture Development Agreement) or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Allottee and the common areas to the Association of the allottees;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities but save those payable by the Allottee and other owners of apartments and other areas in the Project;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Land 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 designated unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the schedule flat shall be in a habitable condition which is complete in all respects;
  - (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
  - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within 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 specified in the Rules, for every month of delay till the handing over of the possession of the designated unit.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan appended hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the booking amount (which shall be a minimum of 10% of the Total Price) paid for the allotment and the interest, taxes, stamp duty, registration fees (if any), charges and other liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Legal Fees/Charges, Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

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

10.1 The Owners and the Promoter, on receipt of the complete amount of the Total Price and Taxes and Other Costs and Deposits in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with the Parking Facility, if any and together with the proportionate indivisible share in the Project Land and in the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy certificate.

10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so

demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority or authorities.

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

11.1 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 Allotees or any other designated maintenance-in-charge. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

11.2 Clauses in relation to maintenance of Project, infrastructure and equipment:

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

(i) Allottee's fixed share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station, LT Panel and its cabling for power connection in the Unit as well as the Common Areas amounting to Rs. ....../- (Rupees ..... Only) (With GST). This one-time cost does not include –

(a) the recurring periodic or other electricity consumption charges and costs payable by the Allottee; and/or

(b) any security deposit payable to CESC Limited or any other Electricity Provider and the same shall be separately payable by the Allottee as demanded by the Promoter/Association.

(ii) The Allottee shall have to directly apply for and pay all expenses and outgoings including any security deposit required for obtaining individual electric meters for the Said Unit;

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



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

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

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

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

### 11.3 Maintenance In-charge:

11.3.1 Association: The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("Association") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and

register all documents required for formation of the Association and for its running and administration.

11.3.2 Maintenance Agency: The Promoter shall appoint one or more agencies or persons (“Maintenance Agency”) to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Allotees and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allotees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (“Common Purposes”) on such terms and conditions as it deems fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

11.3.3 Maintenance In-charge: Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge.

#### 11.4 Area Calculations:

11.4.1 Carpet Area of Unit: The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

11.4.2 Balcony Area: The net usable area of the exclusive covered balcony (if any) attached to the Unit.

11.4.3 Double Height Balcony Area: The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.

11.4.4 Built-up Area: The built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony. The built-up area of the Double Height Balcony includes the Double Height Balcony Area including the thickness of the parapet walls thereof and one-half of partition walls.

11.4.5 Unit Area for Common Area Maintenance (“CAM”): For the purpose of payment of the proportionate Common Expenses and

maintenance charges by the Allottee, the chargeable area for maintenance shall be ..... Square feet more or less.

11.5 Overall Project specifications and details:

11.5.1 Specifications: The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in PART-V of SCHEDULE "A" hereto.

11.5.2 Additional Provisions/Restrictions: The provisions and/or restrictions mentioned in PART-VIII of SCHEDULE "A" shall be applicable in respect of the designated unit.

11.5.3 Roof: The Roof of the Buildings shall be part of the Common Areas. If any designated space is provided on a portion of the rooftop, the same shall be used by the Association of Allottees as a Community Space for gatherings and functions. The toilet and bathroom or any other room on the roof shall be part of the Community Space.

11.5.4 Temporary Electricity Connection: In case the Allottee fails to obtain electricity meter from CESC Limited in respect of his Unit before the date of delivery of possession thereof to the Allottee and the Allottee requests for temporary connection, then the Promoter may, subject to availability, provide the same on the following conditions:

(a) The temporary connection shall not be for a period exceeding six months from the date of such connection or the date of the Allottee obtaining separate electric meter for his Unit from CESC Limited, whichever be earlier.

(b) The temporary connection shall be for power of not exceeding 1 (one) KVA.

(c) The Allottee shall along with request for temporary electric connection be liable to pay to the Promoter non-refundable installation charge of Rs. 1000/- and (ii) deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only in respect of his Unit. The said deposit of Rs. \_\_\_\_\_/- shall be refunded to the Allottee after adjusting all his dues and interest/penal charges within 30 days of the Allottee obtaining the separate electric meter in respect of the Unit from CESC Limited.

(d) In case the Allottee fails to make payment of the bills raised by the Promoter/Association/Facility Manager in respect of temporary connection within the due date thereof, the temporary connection may be disconnected till the payment of the dues along with interest @18% per annum or part thereof for the period of delay is not paid.

## 11.6 Architect:

Unless changed by the Promoter, M/s. \_\_\_\_\_ shall be the Architect for the Project.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act; Provided that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

The Allottee hereby agrees to purchase the schedule flat 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 Allottee (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 Allottee from time to time.

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

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

**15. USAGE: USE OF BASEMENT AND SERVICE AREAS:**

- 15.1 The basement(s) and service areas, if any, as located within the building named as “**UROOJ TOWER**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire- fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.
- 15.2 The Allotee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allotees formed by the Allotee for rendering maintenance services.

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

- 16.1 Subject to Clause 12 above, the Allotee shall, after taking possession, be solely responsible to maintain the designated unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the designated unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the designated unit and keep the designated unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allotee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.
- 16.3 The Allotee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

- 16.4 The Allottee shall not store any hazardous or combustible goods in the designated unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall not remove any wall, including the outer and load bearing wall of the designated unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

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

- 19.1 After the Promoter executes this Agreement for Sale he shall not mortgage or create a charge on the schedule property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such schedule property.
- 19.2 However, the Promoter shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

**20. APARTMENT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

- 21.1 Forwarding this Agreement to the 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.
- 21.2 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 ALLOTTEE:**

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

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

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment.
- 25.2 It is made clear and so agreed by the Allottee that exercise of discretion by the 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 Allottee.
- 25.3 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) of the building, the same shall be the proportion which the carpet area of the schedule flat 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:**



- 29.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office at Howrah at the address first above mentioned.
- 29.2 After the Agreement is duly executed by the Allotee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the District Registrar at Howrah.
- 29.3 Hence this Agreement shall be deemed to have been executed at Howrah for all purposes and intents.

**30. NOTICES:**

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

Promoter:

Allotee:

- 30.2 It shall be the duty of the Allotee 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 Allotee, as the case may be.

**31. JOINT ALLOTEE:**

In case there are Joint Allotee all communications shall be sent by the Promoter to the Allotee 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 Allotee.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and

validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

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

**ALL THAT** piece or parcel of land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711102 within Municipal limits of the Howrah Municipal Corporation Ward No. \_\_\_ having Assessee No. \_\_\_\_\_ together with all easements attaches thereto and butted and bounded as follows:-

On the North by : Holding No. 221, G.T. Road (South), Howrah  
 On the South by : 223, G.T. Road (South), Howrah (Petrol Pump)  
 On the East by : G. T. Road (South), Howrah.  
 On the West by : Lokenath Chatterjee Lane.

**PART - II**  
**(DESIGNATED UNIT)**

**ALL THAT** Flat No. "\_\_\_", containing a carpet up area of \_\_\_\_\_ square feet more or less corresponding to super built-up area of \_\_\_\_\_ square feet consisting of \_\_\_ bedrooms, \_\_\_ drawing/dining space, \_\_\_ lobby, \_\_\_ kitchen, \_\_\_ water closet/utility and \_\_\_ verandah with vitrified tiles flooring on the \_\_\_ floor of the building named "**UROOJ TOWER**" TOGETHER WITH proportionate share in all common parts portions areas and facilities TOGETHER WITH the undivided proportionate share in the land below and underneath the building at Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 within Municipal limits of the Howrah Municipal Corporation Ward No. \_\_\_.

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

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

**ALL THAT** one medium size covered/open Car Parking Space designated as Car Parking No. \_\_\_\_\_ located in the **Ground Floor/Basement** of the Building named "**UROOJ TOWER**" standing on the schedule property described the first schedule above referred to.

**PART - IV****(COMMON AREAS/UTILITIES/FACILITIES/AMENITIES)**

1. The entire land or space lying vacant within the schedule property.
2. The common space of the schedule property.
3. The foundation columns beams supports, corridors lobbies stairs stairways landings entrances exits and pathways.
4. Drains and sewers from the premises to the Municipal Duct.
5. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the schedule property.
6. Toilets and bathrooms for use of durwans, drivers and maintenance staff of the building.
7. The Durwans and maintenance staff rest room with electrical wirings, switches and points, fittings and fixtures.
8. Boundary walls of the schedule property including outer side of the walls of the building and main gates.
9. Water pump, and motor with installation, overhead tank and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
10. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas and spaces required there for.
11. Windows/doors/grills and other fittings in the common areas of the Building.
12. Lifts and its accessories installations and spaces there for.
13. Lobbies corridors staircases, passage-ways, driveways, lifts, lift-shafts, pump room, overhead, water tank underground reservoir, Generator, Generator room, common lavatories whatsoever required for maintenance and/or management of the new building.
15. Common passage leading from main road to the Building.
16. Such other common parts, areas, equipments, installations, fixtures, fittings and spares as are necessary for beneficial use of the schedule flat.
17. Staircase of all the floors till the ultimate roof of the Building.

18. Staircase landings on all the floors of the building.
19. Ultimate roof of building.

**PART - V**

**SPECIFICATION OF WORK**

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

Doors	:	All door frame of good quality Sal wood and all doors will be good quality of Flush door with one coat of wood preservative with all screws, wedges, locks, keys.
Main Gate of Flat	:	Collapsible Iron Main Gate.
Windows	:	Windows will be of Aluminum with Grills and Glass panels.
Sanitary Installations	:	Tiles floor with door level height dado of glazed tiles. Concealed plumbing and sanitary fittings as per following specifications:-  W.C. Pans shall be white Indian/Western style good quality, vitreous white cistern with fittings, A-1 wash basin in each toilet, water tap of good quality, one C.P. shower rose in each toilet, hot and cold lines will be of PVC of good quality.
Kitchen	:	Cooking platform of Black/Karappa stone at 18" inches width of at least 4' length with ceramic tiles up to 2 feet height on the platform with upper slab and sink, 1 sink cock, 1 bib cock below the counter of utensils washer.
Electrification	:	Total electric line with Concealed branched copper wiring with switch, plug, ceiling rose, indicator, circuit main and circuit breaker with Plastic Board finish.
Roof	:	3'x3' height parapet wall and plastering with chipping and finished with tiles. Setting waste clearing pipe/rain pipe.
Overhead Tank	:	PVC Tank of sufficient capacity

Reservoir	:	R.C.C. Tank of sufficient capacity, One motor with pump, Reservoir to Overhead tank main Pipe
Boundary Wall	:	Brick work and plastering
Lift	:	Standard size and quality

**PART -VI**  
**(INSTRUMENTS & PLAN)**

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

**PART-VII**  
**CHAIN OF TITLE**

- I. **One** Amritlal Mukhopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to as the sole and absolute owner and occupier of ALL THAT MOKARARI MOURASHI BASTU land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 sold, transferred and conveyed the same for valuable consideration to Krishnadhan Bandopadhyay by virtue of a Deed of Sale registered on 13.10.1923.
- II. **The** said Krishnadhan Bandopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** MOKARARI MOURASHI BASTU land measuring 12 Cottahs 07 Chittacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 died in testate prior to the year 1956 leaving behind him surviving his five sons namely Sri Baruneshwar Bandopadhyay, Sri Bhubaneshwar Bandopadhyay, Sri Biseswar Bandopadhyay, Sri Kashiswar Bandopadhyay and Sri Tarakeshwar Bandopadhyay as his only 5 (five) heirs and/or or successors upon intestacy in accordance with the then Hindu Law of succession.
- III. **One** of the above named 5 (five) brothers, namely, Sri Tarakeshwar Bandopadhyay, while fully seized and possessed of or otherwise well and sufficiently entitled to his undivided share or interest in **ALL THAT** MOKARARI MOURASHI BASTU land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road

(South), Police Station Shibpur, District Howrah, Pin: 711 102 died intestate leaving behind him surviving his wife Sm. Anila Devi (having then a widow's life interest) and 3 (three) minor sons namely Sri Paban Kumar Bandopadhyay. Sri Tapan Kumar Bandopadhyay and Sri Khoka Bandopadhyay.

- IV. **One** of the above named 5 (five) brothers, namely, Sri Biseswar Bandopadhyay, filed a Partition Suit being Title No. 55 of 1946 in the court of Learned District Judge at Howrah and by a Final Partition Decree of Compromise passed in the said suit the aforesaid property being **ALL THAT** Mokarari Mourashi Bastu land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 was allotted in favour of Sri Baruneshwar Bandopadhyay absolutely and forever.
- V. **By** virtue of the aforesaid Final Partition Decree of Compromise the said Sri Baruneshwar Bandopadhyay became the sole and absolute owner of **ALL THAT** Mokarari Mourashi Bastu land measuring 10 Cottahs 12 Chittacks 27 Square feet more or less together with structure standing thereon including all easement rights situated lying at and being Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in **"KA"** schedule of the said Final Partition Decree of Compromise as well as **ALL THAT** Mokarari Mourashi Bastu land measuring about 1 Cottahs 7 chittacks 33 Square feet more or less together with structure standing thereon including all easement rights situated lying at and being Holding No. 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in **"KHA"** schedule of the said Final Partition Decree of Compromise and exercised his right of absolute ownership in respect thereof without any let hindrance claim question or demand from any quarter.
- VI. **The** said Sri Baruneshwar Bandopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to the aforesaid two properties mentioned in **"KA"** and **"KHA"** schedule of the said Final Partition Decree of Compromise containing a total land area of about 12 Cottahs 07 Chattacks 33 Square feet be the same a little more or less with structure standing thereon including all easement rights and comprised in Holding Nos. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 sold, transferred and conveyed the same for valuable consideration to Sri Harendra Krishna Das by virtue of a Deed of Sale executed and registered on 30.01.1948 in the office of the Additional District Sub-Registrar at Calcutta vide Book No. I, Volume No. 20, at Pages 192 to 198, Being Deed No. 338, for the year 1948.

- VII. **By** virtue of transfer inter vivos in the manner aforesaid the said Harendra Krishna Das became the sole and absolute owner of the aforesaid two properties mentioned in “**KA**” and “**KHA**” schedule of the said Final Partition Decree of Compromise containing a total land area of 12 Cottahs 07 Chattacks 33 Square feet more or less with structure standing thereon including all easement rights and comprised in Holding Nos. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 and exercised his right of absolute ownership in respect thereof and applied before the then Howrah Municipality for amalgamation of the aforesaid two properties and in pursuance thereof the aforesaid two properties being Holding No. 222/1, G.T. Road (South) and Holding No. 222. G.T. Road (South) were amalgamated into one Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin 711102 and the name of Harendra Krishna Das was mutated in the assessment records of then Howrah Municipality as the sole and absolute owner thereof.
- VIII. **The** said Harendra Krishna Das while fully seized and possessed of or otherwise well and sufficiently entitled to the amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written and in short hereinafter referred to as the **SCHEDULE PROPERTY** died sometime in the year 1960 leaving behind his wife Smt. Nikunjo Bala Dasi and four sons, namely, Prosonna Kumar Das, Arun Kumar Das, Prasanta Kumar Das and Provat Kumar Das and one daughter, namely, Smt Namita Das (two of his minor and unmarried daughters having predeceased him) as his only six heirs and/or successors upon intestacy to inherit all his right, title and interest in the schedule property in equal 1/6<sup>th</sup> Share each in accordance with Hindu Law of Succession.
- IX. **The** said Sm. Nikunjo Bala Dasi while fully seized and possessed or otherwise well and sufficiently entitled to her undivided 1/6<sup>th</sup> share or interest in the schedule property died intestate sometime in the year 1971 and her undivided 1/6<sup>th</sup> share or interest in the schedule property devolved upon her above named said 4 (four) sons and 1 (one) daughter, namely, Prosonna Kumar Das, Arun Kumar Das, Prasanta Kumar Das, Provat Kumar Das and Smt. Namita Das in equal shares in accordance with Hindu Law of Succession.
- X. **The** above named Prosonna Kumar Das while fully seized and possessed or otherwise well and sufficiently entitled to his undivided 1/5<sup>th</sup> share or interest in the schedule property died in testate as a bachelor immediately after the death of his mother in the year 1971, as aforesaid, and upon his death his undivided 1/5<sup>th</sup> share or interest in the schedule property devolved upon his 3 (three) surviving brothers, namely, Arun Kumar Das, Prosanta Kumar Das, Provat Kumar Das and 1 (one) surviving sister, namely, Sm. Namita Das as



his only four heirs and/or successors upon intestacy to inherit his undivided  $1/5^{\text{th}}$  right, title and interest in the schedule property in equal  $1/4^{\text{th}}$  Share each in accordance with Hindu Law of Succession.

- XI. **The said Prosanta Kumar Das died intestate on 21.12.2010 leaving behind him surviving his widow Smt. Gayatri Das, and 2 (two) married daughters, namely, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas as his only 3 (three) heirs and/or successors upon intestacy under the Hindu Succession Act, 1956, who jointly inherited the undivided  $1/4^{\text{th}}$  share of the said Prosanta Kumar Das, since deceased, in the schedule property in equal shares.**
- XII. **The said Provat Kumar Das died intestate on 19.04.2006 leaving behind him surviving his one son, namely, Sri Amit Das and one married daughter, namely, Smt. Rita Roy, as his only two heirs and/or successors upon intestacy under the Hindu Succession Act, 1956 (his wife, Sm. Rama Das having predeceased him on 06.01.2006), who jointly inherited the undivided  $1/4^{\text{th}}$  share of the said Provat Kumar Das, since deceased, in the schedule property in equal shares.**
- XIII. **The said Smt. Gayatri Das, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas gifted their joint undivided  $1/4^{\text{th}}$  share in the schedule property to Sri Amit Das, son of Late Provat Kumar Das, by jointly executing a Deed of Gift on 01.08.2014 in favour of Sri Amit Das which was registered in the Office of Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 1901-2019, pages from 115415 to 115441, Being No. 190102362 for the year 2019 and pursuant to such Gift the said Sri Amit Das who already had  $1/8^{\text{th}}$  share in the schedule property by virtue of inheritance from his father, Provat Kumar Das, Since deceased, acquired further  $1/4^{\text{th}}$  share or interest in the schedule property from the above named heirs of Prasanta Kumar Das, since deceased, and thus became entitled to an undivided  $3/8^{\text{th}}$  (37.5%) share or interest in the schedule property.**
- XIV. **The above named Arun Kumar Das, son of Late Harendra Krishna Das, while fully seized and possessed of or otherwise well and sufficiently entitled to an undivided  $1/4^{\text{th}}$  (25%) share or interest of the schedule property died intestate in the year 2013 leaving behind him his wife Sm. Pushpa Das and two sons, namely, Sri Amlan Das and Sri Anirban Das as his only three heirs and/or successors upon intestacy who jointly inherited the said undivided  $1/4^{\text{th}}$  (25%) share of Late Arun Kumar Das in the schedule property in equal shares in accordance with the provisions of The Hindu Succession Act, 1956.**
- XV. **The said SMT. NAMITA DAS, wife of Mihir Das and daughter of Late Harendra Krishna Das gifted her  $1/4^{\text{th}}$  (25%) share or interest in the schedule property to SHRI AMIT DAS, son of Late Provat Kumar Das by executing a Deed of Gift on 10.05.2019 in favour of Shri Amit Das,**

which was Registered in the office of Additional District Sub-Registrar Howrah in Book No. I, Volume No. 0502-2019, Pages from 110482 to 110511, Being No. 050203306, for the year 2019 and after such gift the said AMIT DAS became the owner of 62.5% share in the property [his personal 1/8<sup>th</sup> (12.5%) share + 1/4<sup>th</sup> (25%) gifted share of Smt. Gayatri Das, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas + 1/4<sup>th</sup> (25%) gifted share of Smt. Namita Das].

- XVI. **The said SMT. RITA ROY** wife of Asish Kumar Roy and daughter of Late Provat Kumar Das gifted her undivided 1/8<sup>th</sup> (12.5%) share or interest in the schedule property to her brother, SHRI AMIT DAS, son of Late Provat Kumar Das by executing a Deed of Gift on 10.05.2019 in favour of the said Shri Amit Das, which was registered in the office of Additional District Sub-Registrar Howrah in Book No. I, Volume No. 0502-2019, pages from 110451 to 110481, Being No. 050203307, for the year 2019 and after such gift the said AMIT DAS became the owner of 3/4<sup>th</sup> (75%) share or interest in the schedule property [his personal 1/8<sup>th</sup> (12.5%) share + 1/4<sup>th</sup> (25%) gifted share of Smt. Gayatri Das and others + 1/4<sup>th</sup> (25%) share of Smt. Namita Das + 1/8<sup>th</sup> (12.5%) share of Smt. Rita Roy].
- XVII. **By virtue of a Deed of Conveyance** executed on 20<sup>th</sup> day of May 2019 and registered in the office of Additional District Sub-Registrar Howrah in Book No. I, Volume No. 0502-2019, pages from 112553 to 112597, Being No. 050203376 for the year 2019 the said Sm. Pushpa Das, Sri Amlan Das and Sri Anirban Das sold, transferred and conveyed for valuable consideration their undivided 1/4<sup>th</sup> (25%) share or interest in the schedule property free from all encumbrances unto and in favour of Abdul Salam Khan, the predecessor-in-title of the owners herein.
- XVIII. **By virtue of a Deed of Conveyance** executed on 27<sup>th</sup> day of May 2019 and registered in the office of Additional District Sub-Registrar Howrah in Book No. I, Volume No. 0502-2019, pages from 113646 to 113685, Being No. 050203418 for the year 2019 the said Sri Amit Das, son of Late Provat Kumar Das sold, transferred and conveyed for valuable consideration his undivided 3/4<sup>th</sup> (75%) share or interest in the schedule property free from all encumbrances unto and in favour of Abdul Salam Khan, the predecessor-in-title of the owners herein.
- XIX. **By virtue of the transfer inter vivos** through two several conveyances conveying 1/4<sup>th</sup> (25%) share and 3/4<sup>th</sup> (75%) share respectively of the schedule property in favour of Abdul Salam Khan in the manner aforesaid the said Abdul Salam Khan became the sole and absolute owner of the schedule property being **ALL THAT** piece or parcel of land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in the **FIRST SCHEDULE**

hereinafter written and exercised his right of absolute ownership in respect thereof without any let, hindrance, claim, question or demand being raised by anybody and mutated his names in the land records as well as in the assessment records of Howrah Municipal Corporation and paid rates and taxes in respect of the schedule property.

- XX. **The said Abdul Salam Khan died in testate on 23.11.2020 leaving behind him surviving the Owners herein as his only four surviving legal heirs and/or successors upon intestacy to inherit all his right, title and interest over and in respect of the schedule property in accordance with Islamic Shariat Law of Inheritance.**
- XXI. **By virtue of intestate succession in the manner aforesaid the Owners are thus the joint absolute owners of the schedule property being **ALL THAT** piece or parcel of land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 within Municipal limits of the Howrah Municipal Corporation Ward No. \_\_\_ having Assessee No. \_\_\_\_\_ as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written with all right title and interest appertaining thereto and have been exercising their right as the joint absolute owners in respect thereof without any let hindrance claim question or demand from any quarter.**
- XXIII. **The Owners jointly and voluntarily decided to develop the schedule property by constructing a multi storied building thereat in accordance with the Building Plan to be sanctioned by the competent authorities of the Howrah Municipal Corporation.**
- XXIV. **The owners while absolutely seized and possessed of or otherwise well and sufficiently entitled to the Scheduled Property upon the approach of the Developer entered into a joint venture development agreement dated \_\_\_\_\_ Registered in the Office of \_\_\_\_\_ in Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_ Pages From \_\_\_\_\_ to \_\_\_\_\_ Being No. \_\_\_\_\_ for the year \_\_\_\_\_ with the Developer for the construction of the proposed building over the schedule property in accordance with the building plan to be sanctioned by Howrah Municipal Corporation subject to certain terms and conditions hereinafter appearing.**
- XXV. **The schedule property described in the First Schedule is earmarked for the purpose of constructing a residential multistoried building comprising of residential apartments and the said project and the building shall be known as **“UROOJ TOWER”**.**

- XXVI. **In terms of the said joint venture agreement the developer is entitled to sell the owners' allocation as well as developer's allocation in the proposed new building at the schedule property and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which building is to be constructed have been completed and the developer is fully entitled to enter into this agreement for sale with the Purchaser.**
- XXVII. **The Developer has obtained the final layout plan approvals for the Project from Howrah Municipal Corporation. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;**
- XXVIII. **The Howrah Municipal Corporation has granted the commencement certificate to develop the Project vide approval bearing No. \_\_\_\_\_ dated \_\_\_\_\_;**
- XXIX. **The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ under registration No. \_\_\_\_\_ on \_\_\_\_\_.**

**PART - VIII**  
**(ADDITIONAL PROVISIONS/RESTRICTIONS)**

1. The Allotees shall use the designated apartment for residential purpose only being the purpose for which the schedule flat has been purchased by the Allotee.
2. The Allotee shall have unfettered right to mutate his/her/their name(s) in the assessment records of the Howrah Municipal Corporation and also get the designated apartment separately assessed as a separate unit on the records of the Howrah Municipal Corporation or on the records of any other statutory, non-statutory or local body or bodies.
3. So long the designated apartment and/or the flats of other co-owners of the building are not separately assessed for payment of municipal rates and taxes, the Allotee shall pay proportionate share of the consolidated Municipal Tax, Water Tax, Lift Tax and other levies assessed in respect of the property on and from the date of possession or the date of execution of final conveyance, whichever is earlier.
4. The Allotee shall maintain at his cost the designated apartment all along in good condition, state and order in which it is delivered and shall abide by all bye-laws, rules and regulations of the Government, Municipality, Howrah Municipal Corporation and/or Society of the building or any other authorities and local bodies and shall attend answer, observe and perform all terms and conditions contained in this Agreement.

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

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

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

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

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

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

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

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

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

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

- a) 24 Hour Water Supply for the Residential space of the Scheduled property.
- b) 24 Hour CCTV Surveillance monitoring the new building at the scheduled property for the safety & security of the premises.
- c) Round the clock deployment of security guards.
- d) Well Equipped and regularly monitored Drainage System.
- e) Efficient & Reliable Fire Fighting & Fire Detection System.
- f) Rainwater harvesting as part of green projects initiative towards meeting goals of sustainable development, for conserving & efficiently utilizing the rainwater for a better tomorrow.
- g) Building & Flat designed keeping in mind the Vastu Orientation in adherence to the Indian methods.
- h) Plantation area for each flat
- i) AC ledge for each room.
- j) Wall hung WC & Wash Basin.
- k) Efficient & Hi Quality Glass Sliding Doors.
- l) Proper ventilation & supply of Natural daylight & Fresh Air in the building ensured through well planned designing.

- m) Solar Powered lighting in the common areas to reducing the carbon footprint and protecting mother earth.

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

\_\_\_\_\_  
**SIGNATURE OF THE OWNERS**  
**Through MD AZAM KHAN, Constituted Attorney**

\_\_\_\_\_  
**SIGN/SEAL OF THE PROMOTER**  
**M/s UROOJ** Represented by its  
Proprietor **AZAM KHAN**

\_\_\_\_\_  
**SIGNATURE OF THE ALLOTTEE**

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

1.

2.

Prepared by me;

Advocate.

**MEMO OF CONSIDERATION**

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

\_\_\_\_\_  
**SIGN/SEAL OF THE PROMOTER**  
**M/s UROOJ** Represented by its  
Proprietor **AZAM KHAN**



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

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

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

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

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

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## **AGREEMENT FOR SALE**

*BETWEEN*

M/S. UROOJ ...PROMOTER

*AND*

...ALLOTEE

*AND*

- 1) NISHAT SALAM
- 2) AMREEN SALAM
- 3) SIMRAN SALAM

