

**AGREEMENT FOR SALE  
BETWEEN**

**“KAMAKHA MARBEL PRIVATE LIMITED”** (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **1) MR. DEBASISH**

**DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and 2) **MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F**; , being represented by his constituent Power of Attorney Holder and Authorized Person through and by virtue of Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-04641 for the year 2023, registered at the Office of the D.S.R.-1, Burdwan duly incorporated in Book No. I, Volume No. 0201-2023, Page Nos. 86935 to 87005; namely **“JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED”** (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; hereinafter together and jointly called the **OWNER** (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

*And*

**“JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED”** (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; hereinafter called the **DEVELOPER** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

*And*

\_\_\_\_\_ [AADHAAR \_\_\_\_\_ & PAN \_\_\_\_\_] Son of \_\_\_\_\_, aged about \_\_\_\_\_ years, By Faith \_\_\_\_\_, Nationality Indian, Occupation \_\_\_\_\_, presently residing at \_\_\_\_\_, hereinafter called the **ALLOTTEE** (which express or shall unless excluded its/his/their and each of its/his respective heirs, executors, administrators, legal representative and assigns) of the party of the **OTHER PART**.

- A. WHEREAS: the OWNER is the sole and absolute owners in respect of the First Schedule mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the First Schedule hereinafter written (hereinafter referred to as the "SAID PROPERTY").
- B. AND WHEREAS, the First Schedule mentioned specifically demarcated landed property being R.S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman measuring an area of 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. belongs to the Party of the FIRST PART. The entire Landed property appertaining to R.S. Plot No. 522, was originally belonged to one Tarapada Kongar whose name was recorded his name in the R.S. Khatian No. 73 in the RSROR and during his tenure as the owner and possessor of the said property he transferred the total Landed Property in favour of one Laldhari Ram of 3 No Ichlabad of Burdwan City vide Registered Deed of Sale being Deed No. I-8195 for 1989 registered at the Office of the Burdwan Sadar Registrar. Subsequently during Laldhari Ram's tenure as the owner and possessor of the said property he transferred the 64 Decimals of Landed Property by way of demarcation in the annexed Map in favour of one Lakkhi Nandan, W/o Madan Mohan Nandan vide Registered Deed of Sale being Deed No. I-8198 for 1989 registered at the Office of the Burdwan Sadar Registrar. Subsequently while owning and possessing the said property the said Lakkhi Nandan sold 9 Kathas of Land to Sonelal Sonkar and Others vide Registered Deed of Sale being Deed No. I-1457 for 1996 registered at the Office of the ADSR, Burdwan and while owning and possessing the said property the said Lakkhi Nandan sold 12 Kathas of Land to Dhiraj Sonkar and Others vide Registered Deed of Sale being Deed No. I-1458 for 1996 registered at the Office of the ADSR, Burdwan and while owning and possessing the said property the said Lakkhi Nandan sold 2 Kathas 13 Chataks of Land to Sonelal Sonkar and Others vide Registered Deed of Sale being Deed No. I-1456 for 1996 registered at the Office of the ADSR, Burdwan i.e., vide the aforesaid 3 (Three) Deeds the said Lakkhi Nandan sold total 23 Kathas 13 Chataks of Landed Property. Subsequently the said Lakkhi Nandan sold 15 Kathas (More or Less) of Landed Property by way of demarcation in the annexed Map in favour of one Biswajit Bhattacharya of Birhata Notunbazar, Burdwan vide Registered Deed of Sale being Deed No. I-5642 for 1997 registered at the Office of the ADSR, Burdwan. Thereafter the said Biswajit Bhattacharya became the absolute owner and possessor in respect of the aforesaid property and while owning and possessing the said property the said Biswajit Bhattacharya sold the said 10806.50 Square Feet of Landed Property by way of demarcation in the annexed Map in favour of Chandana Panja, Tanuja Panja, Dipika Panja vide Registered Deed of Sale being Deed No. I-5158 for 2015, incorporated in Book No. I, Volume No. 0203-2015, Page Nos. 34767 to 34797 registered at the Office of the ADSR, Burdwan and since then the said Chandana Panja, Tanuja Panja, Dipika Panja became the absolute OWNER of the said 10806.50 Square Feet of Landed Property.

- C. AND WHEREAS, afterwards the said Chandana Panja, Tanuja Panja, Dipika Panja mutated their names in the present L.R.R.O.R and got their names recorded in L.R. Khatian Nos. 3687, 3688 & 3686 and subsequently after mutating their names, the said Chandana Panja, Tanuja Panja, Dipika Panja sold said 15 Kathas 6.5 Square Feet i.e., 10806.50 Square Feet of Landed Property by way of demarcation in the annexed Map in favour of the present Owner vide Registered Deed of Sale being Deed No. I-03146 for 2019, incorporated in Book No. I, Volume No. 0203-2019, Page Nos. 73008 to 73033 registered at the Office of the ADSR, Burdwan and since then the present Owner became the absolute owner of the said 15 Kathas 6.5 Square Feet i.e., 10806.50 Square Feet of Landed Property and thereafter the present Owner mutated it's names in the present L.R.R.O.R and got it's names recorded in L.R. Khatian Nos. 4218 and subsequently after mutating it's name the present OWNER namely "KAMAKHA MARBEL PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, PAN. AAGCK0380A, represented by its Representative Directors namely a) MR. DEBASISH DEY, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; PAN: AEHPD1594B; and b) MRS. RUMA DEY, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; PAN: AHOPD4461F converted it's land from the concerned authority of the land reforms department whereas the said Owner converted it's Land to "Commercial Bastu" class of Land comprising in L.R. Plot No. 522 in Kanainatsha Mouza, J.L. 76 vide Conversion Certificate and afterwards it was peacefully enjoying the property together by also incorporating their names in the Holding No. Ka-6973 of Baikunthapur 2 No Gram Panchayet.
- D. AND WHEREAS the said "KAMAKHA MARBEL PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, PAN. AAGCK0380A, represented by its Representative Directors namely a) MR. DEBASISH DEY, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; PAN: AEHPD1594B; and b) MRS. RUMA DEY, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; PAN: AHOPD4461F is the sole Owner in respect of total 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land situated at .S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman, by Class Commercial Bastu and the said OWNER being the Party to the FIRST PART is currently and presently the Owner to the extent of total area 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land (A little more or less) of Land by virtue of the aforesaid purchase in respect of the property as mentioned in the First

Schedule and has been fully seized and possessed with absolute right, title, interest therein and accordingly it's name has been recorded in the present L.R.R.OR and hence it has been fully seized and possessed with absolute right, title, interest therein in respect of the total 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land (A little more or less) of property as mentioned in the First Schedule and the present OWNER has been possessing the all the aforesaid properties on payment of Govt. Rents, Panchayet Tax etc. for the property exclusively in it's name on appropriate receipt thereof without any dispute and without the intervention of any Third Party.

- E. AND WHEREAS there is a large portion of definite demarcated land measuring 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. (A Little More or Less) being the First Schedule mentioned Property which is unmaintained and which is more specifically described below and thereby both of the OWNER together and jointly have taken decision to construct of multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the land which is more specifically described in the First Schedule below and which is not being looked after by the OWNER due to it's occupational and business dilemma and thereby the OWNER has taken decision to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below.
- F. AND WHEREAS that the OWNER neither had the capacity nor had the ability technically and also nor had any experience nor had the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum housing complex by erecting multi-storied residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces.
- G. AND WHEREAS that the DEVELOPER is itself is a Private Limited Company having more good-will, respect in the sector of Development and promoting and experience, knowledge and skill to develop the same. So the OWNER of the First Schedule mentioned property gave offer to the DEVELOPER to develop the First Schedule properties as mentioned below. In response to that offer the DEVELOPER being a Private Limited Company has accepted such proposal and in that regard and in pursuance of the said contractual relationship, the OWNER and the DEVELOPER has entered into one Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-04641 for the year 2023, registered at the Office of the D.S.R.-1, Burdwan duly incorporated in Book No. I, Volume No. 0201-2023, Page Nos. 86935 to 87005 and after that the Developer started to raise and construct multistoried building comprised of Commercial Units and Residential Flats / Units/ Parking Space and the DEVELOPER in order to construct of Residential cum Commercial building comprised of Multiple Offices/Shop/Commercial Units and Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below, initiated to execute their plan and vision into reality and approached before the Baikunthapur 2 No Gram Panchayet and submitted their scheme before the

concerned authority in order to construct the aforesaid multi-storied building on and over 10806.50 Sq. Ft. (A little more or less) i.e., 15 Katha 6.5 Sq. Ft. of Land (A little more or less of specified demarcated and properly delineated landed property and in that regard the DEVELOPER got it's proposed plan sanction and obtained Plan issued by the Burdwan Development Authority with the permission to construct Residential Building comprised with Residential Flats and Parking Spaces. Subsequently, after obtaining the said Plan the Developer by its own power would carry out the process of transfer to intending purchasers of flat/unit/car parking space comprising in the proposed building and would also realize the cost of construction of the flat/unit/car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share of interest in the land described in the "First Schedule" mentioned hereunder and as would be proportionate to each such flat/unit/car parking space and common parts through its Director as well as the Power of Attorneys Holder for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER through its director, shall select or/and elect the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/car parking space agreed to be acquired by the intending purchasers to the DEVELOPER through its director who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by its Representative director and in connection to the said Agreement and Power of Attorney and the said Sanctioned Plan, the Developer was authorized to raise multi-storied building consisting of several flats/unit/parking spaces on the basis of sanctioned building plan whereof is to be obtained from Baikunthapur-II No. Gram Panchayet on terms that the developer would make construction of the proposed building and with the authority and power to procure intending purchasers of flat/unit/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the developer and would also realize the cost of construction of the flat/unit/parking spaces and common parts from the intending purchasers directly for self and the cost of the proportionate share of interest in the land described in the First Schedule mentioned hereunder and as would be proportionate to each such flat/unit/parking spaces and common parts for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, importable and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchasers to the said owner who would execute proper sale deed/conveyance deed in respect of the said undivided, importable and indivisible interest in the land.

- H. AND WHEREAS the aforesaid OWNER has also appointed the developer for developing the property more fully described in the First Schedule here under

written by making construction of the proposed multi-storied building comprising several flat/unit/parking spaces whom the developer would procure on its own and such intending purchaser shall pay consideration money to the developer for the Flats, Parking Spaces, as well as undivided proportionate and importable share of the land out of the land described in the schedule hereunder written save and except the land which will be allotted in favour of the owner after obtaining sanctioned plan from Baikunthapur-II No. Gram Panchayet..

- I. The Promoter/Developers are fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Owners and the Promoter/Developers, as applicable, regarding the said premises on which the Project is to be constructed have been completed.
- J. The Baikunthapur 2 No Gram Panchayet has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_.
- K. The Promoter/Developer has obtained the final layout plan approvals for the Project from the Baikunthapur-II No. Gram Panchayet. The Promoter/Developer agrees and undertakes that it shall not make any changes to this layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- L. The Promoter/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata, West Bengal, no. \_\_\_\_\_.
- M. The ALLOTTEE had applied for a residential apartment/commercial unit in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted residential apartment/commercial unit No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ Square Feet, on \_\_\_\_\_ floor being more particularly described in Schedule below and the layout of the residential apartment/commercial unit is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2" (Said Unit) together with the right to park in the parking space/s more particularly described in Schedule below (Said Parking Space) and together with pro rata share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in Schedule below (Common Areas) and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Unit (Land Share). The Said Unit, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in Schedule below (collectively Said Unit And Appurtenances).
- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- O. \_\_\_\_\_ [Additional disclosures/details].
- P. 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.
- Q. 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.

R. 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 residential apartment/commercial unit and the closed parking (if applicable).

**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/Developer agree to sell to the ALLOTTEE the Said Unit And Appurtenances and the ALLOTTEE hereby agrees to purchase the Said Unit And Appurtenances, described in Schedule below.

1.2 The Total Price (excluding Goods and Service Tax) payable for the designated apartment (Said Unit and Appurtenances) bases on the Carpet Area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and other costs and deposits amount is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and Taxes Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) [Total Price]:

	Building No.	Rate of Said Unit and Appurtenances per Sq. Ft (to be delivered from amounts as per carpet area)
	Unit No. – Type – (Residential/ Commercial) Floor --	Rs. --
	Exclusive balcony or Verandah	Included in Total Price above
	Exclusive open terrace	Rs. _____/-
	Closed Parking	Rs. _____/-
a)	Total price (in Rupees) Without Taxes	Rs. _____/- (Rupees _____ _____ only)
	Taxes (The Goods and Service Tax and any other Applicable tax on the total Price shall be payable by the Allottees as per prevalent Rates)	As per prescribed rates, currently being _____% amounting to Rs. _____/- (Rupees _____ only)
b)	Other Costs	
	b1) Transformer Charges & Electricity connection Deposits	
	B2) Diesel Generator Power backup Generator Charges for limited backup	
	B3) Club charges (if any)	
	B4) AC Copper wiring &	



	Cabling charges	
	B5) Association Formation charges	
	B6) Legal documentation Charges	
	Others (if any)	
c)	Deposits	
	C1) Advance Maintenance Charges	
	C2) Interest free maintenance Deposit/sinking fund	
	C3) Gram Panchayet deposit	
	Taxes (The Goods and Service Tax and any other Applicable tax on the total Price shall be payable by the Allottees as per prevalent Rates)	As per prescribed rates, currently being _____% amounting to Rs. _____/- (Rupees _____ only)
	Total price in Rupees	Rs. _____/- (Rupees _____ only)
	Aggregate of amounts Mentioned in Sl. Nos. b1 to B6 and c1 to c3 referred to As Other Costs and Deposits Amount	

**Explanation:**

(i) The Total Price and Taxes and Other costs and deposits amount above includes the booking amount paid by the ALLOTTEE to the Promoter/Developer towards the Said Unit And Appurtenances and the Promoter/Developer shall receive the Total Price in terms of the Development Agreement.

(ii) The Total Price above includes Taxes payable by the Allottee and also includes Taxes (consisting of tax paid or payable by the Promoter/Developer 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/Developer) up to the date of handing over the possession of the Unit to the Allottee and/or date of Sale Deed registered 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/Developer shall be increased/reduced based on such change/modification.

(iii) The Promoter/Developer shall periodically intimate in writing to the ALLOTTEE, the amount payable as stated in the Payment Schedule below and the ALLOTTEE shall make payment as demanded by the Promoter/Developer within 30 days of such written intimation and in the manner specified therein. In addition, the Promoter/Developer 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 the Said Unit And Appurtenances includes (i) pro rata share in Common Area and (ii) cost of Parking facility if any, as provided in the Agreement.

(v) The Total Price and Taxes and Other Costs and Deposits Amount does not include Other Costs whose amounts are not yet finalized and the same shall be payable by the Allottee additionally.

1.3 The Total Price is escalation-free, save and except escalations/increases which the ALLOTTEE hereby agree to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Promoter/Developer shall enclose the said notification/order/rule/regulation/demand, published/issued 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 shall make the payment as per the payment plan applicable for Down Payment/Installment Payment Plan set out in the Schedule below (Payment Plan).

1.5 Except as disclosed to the Allottee in this Agreement, it is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at the Schedule below in respect of the Said Unit, without the previous written consent of the ALLOTTEE as per the provisions of the Act.

Provided that the Promoter/Developer 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.

1.6 The Promoter/Developer shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the Said Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area within the defined limit then the Promoter/Developer shall refund the excess money paid by the ALLOTTEE within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area, the Promoter/Developer shall demand that additional amount from the ALLOTTEE as per next milestone of the Payment Plan which shall be payable by the ALLOTTEE prior to taking possession of the Said Unit. It is clarified that the payments to be made by the Promoter/Developer/ ALLOTTEE, as the case may be, shall be made at the same rate per square feet as agreed.

1.7 The Promoter/Developer agrees and acknowledges that the ALLOTTEE shall have the following rights to the Said Unit And Appurtenances:

(i) The ALLOTTEE shall have exclusive ownership of the Said Unit.

(ii) The ALLOTTEE shall also have undivided proportionate share in the Common Areas as members of the Association. Since the share/interest of the ALLOTTEE in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the ALLOTTEE shall use the Common Areas of the Real Estate Project along with the Promoter, Owners, other occupants/ALLOTTEES of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this aspect including the House Rules. Further, the right of the Allottee to use the Common Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter/Developer shall hand over the Common Areas of the Real Estate Project (described in Schedule below) to the association of ALLOTTEE, once the same is formed by the occupants, and after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Said Unit And Appurtenances includes recovery of price of appertaining land, construction of [not only the Said Unit but also proportionately] the Common Areas, internal development charges, as per agreed specifications, external development charges as per agreed specifications, and includes cost for providing electric wiring, fire detection and fire fighting equipment in the common areas if applicable and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Said Unit and the Project.

(iv) The ALLOTTEE has the right to visit the Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.8 It is made clear by the Promoter/Developer and the ALLOTTEE agrees that the Said Unit along with the Said Parking Space if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the ALLOTTEE. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the ALLOTTEEs expressly mentioned in this Agreement.

1.9 It is understood by the Allottee that all other area i.e areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with Wet Bengal Apartment Ownership Act, 1972.

1.10 The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the ALLOTTEE, which it has collected from the ALLOTTEE, for the payment of outgoings (including land cost, ground rent, panchayet or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial

institutions, which are related to the Project, if any). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the ALLOTTEE or any liability, mortgage loan and interest thereon before transferring the apartment to the ALLOTTEE, the Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The ALLOTTEE has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Unit And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoter/Developer hereby acknowledges and the ALLOTTEE hereby agree to pay the remaining price of the Said Unit And Appurtenances as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within the time and in the manner specified therein Provided that if the ALLOTTEE delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENTS:**

2.1 Subject to the terms of this Agreement and the Promoter/Developer abiding by the construction milestones as expressly mentioned in this Agreement, the ALLOTTEE shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter/Developer payable at Kolkata/Burdwan.

2.2 The Promoter/Developer shall be entitled to securities the Total Price and other amounts 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 transfer and assign to any persons 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/Developer, 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.

2.3 In the event of the ALLOTTEE obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter/Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the ALLOTTEE and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter/Developer under this Agreement and in no event the Promoter/Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the ALLOTTEE from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the ALLOTTEE under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter/Developer to the ALLOTTEE that a

particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter/Developer demonstrating dispatch of such intimation to the address of the ALLOTTEE including by e-mail, shall be conclusive proof of service of such intimation by the Promoter/Developer upon the ALLOTTEE, and non- receipt thereof by the ALLOTTEE shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the ALLOTTEE in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter/Developer under this Agreement or under applicable law, the Promoter/Developer shall be entitled to adjust against any subsequent amounts received from the ALLOTTEE, the said unpaid tax levy, cess etc. along with interest, penalty, etc. payable thereon, from the due date till the date of adjustment.

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

3.2 The Promoter/Developer accepts no responsibility in regard to matters specified above. The ALLOTTEE shall keep the Promoter/Developer 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/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer 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 Unit applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the ALLOTTEE only.

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

The ALLOTTEE authorize the Promoter/Developer to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the ALLOTTEE against the Said Unit And Appurtenances, if any,

in his/her name and the ALLOTTEE undertake not to object/demand/direct the Promoter/Developer to adjust his/her payments in any other manner.

**5. TIME IS ESSENCE:**

The Promoter/Developer shall abide by the time schedule for completing the Project which is 24/09/2024, as disclosed at the time of registration of the Project with the Authority as the date of completion of construction of the Project and towards handing over the Said Unit to the ALLOTTEE and the Common Areas of the Real Estate Project (described in Schedule below) to the association of ALLOTTEE, upon its formation and registration, subsequently thereafter.

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

6.1 The ALLOTTEE has seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoter/Developer 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 Baikunthapur 2 No Gram Panchayet Authority and shall not have an option to make any variation/alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter/Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter/Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in Schedule of this Agreement.

6.2 The ALLOTTEE agrees, accept and confirm that the Promoter/Developer are entitled to the rights and entitlements in this Agreement in accordance with what is stated herein:-

The Property is being developed in a step-wise manner by constructing and developing the building thereon including the Real Estate Project and the Other Residential and Commercial Component as may be permissible in the manner. The Promoter/Developer shall be entitled to develop the Property as the Promoter/Developer deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the ALLOTTEE have agreed to purchase the Said Unit And Appurtenances based on the unfettered rights of the Promoter/Developer in this regard.

6.3 The Promoter/Developer have informed the ALLOTTEE that there may be common access road, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences as mentioned in the plan layout. The Promoter/Developer have further informed the ALLOTTEE that all the expenses and charges of the aforesaid amenities and conveniences may be

common and the ALLOTTEE along with other ALLOTTEE of Units in the Said Building and/or the Real Estate Project, and the ALLOTTEE shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the ALLOTTEE of Units in the Real Estate Project including the ALLOTTEE herein and the proportion to be paid by the ALLOTTEE shall be determined by the Promoter/Developer and the ALLOTTEE agree to pay the same regularly without raising any dispute or objection with regard thereto. Neither the ALLOTTEE nor any of the ALLOTTEE of Units in the Real Estate Project shall object to the Promoter/Developer laying through or under or over the land described in Schedule hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc.,

6.4 The ALLOTTEE are aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in Schedule below) (specified in Schedule below) in common with other ALLOTTEE and users in the Real Estate Project and the Promoter/Developer and its contractors, workmen, agents, employees, personnel and consultants shall have every access to the same at any time. The ALLOTTEE are also aware that the Promoter/Developer may designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the ALLOTTEE /occupants of the Other Residential Component and shall not be available to the ALLOTTEE or any other ALLOTTEE /occupants of apartments/flats/commercial units in the Real Estate Project.

6.5 The Whole Project Included Amenities and any other areas as may be designated by the Promoter/Developer including common open areas, common landscapes and driveways etc. in/on the Whole Project/ Property shall be an integral part of the layout of the development of the Whole Project and neither the ALLOTTEE nor any person or entity on the ALLOTTEE' behalf shall, at any time claim any exclusive rights with respect to the same.

6.6 The ALLOTTEE shall at no time demand partition of the Said Unit And Appurtenances and/or the Said Building and/or the Real Estate Project and/or the Other Residential and Commercial Component and/or the Whole Project.

6.7 The ALLOTTEE have agreed that for the benefit of the Project, the Promoter/Developer may require to make minor alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project. The ALLOTTEE have agreed that the Promoter/Developer have duly explained the reasons, nature and benefits of such alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project, and the ALLOTTEE have agreed to the same without any demure and/or objection. The ALLOTTEE hereby issue/give his/her/their written consent to the Promoter/Developer under Section 14 (2) (ii) and/or any other relevant Section/s of the Act, 2017 and under any Rule, to carry out such alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project as per the provisions of the West Panchayet Act and ALLOTTEE further declare that no objection/s would be

raised in future if the Promoter/Developer bring any alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project.

**7. POSSESSION OF THE APARTMENT:**

7.1 (a) Schedule for possession of the Said Unit - The Promoter/Developer agrees and understands that timely delivery of possession of the Said Unit to the ALLOTTEE and the Common Areas of the Real Estate Project to the association of ALLOTTEE (upon its formation and registration) is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Said Unit along with ready and complete Common Areas of the Real Estate Project (as specified in Schedule below) with all specifications (as provided in Schedule below) in place on or before \_\_\_\_\_ (Completion Date), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project; or any further delay(s) beyond the control of the Promoter/Developer due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease (Force Majeure). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the ALLOTTEE agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEE agrees and confirm that, in the event it becomes impossible for the Promoter/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the ALLOTTEE the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the ALLOTTEE about such termination at least thirty days prior to such termination. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agree that he/she/it/they shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the ALLOTTEE. However, if the Said Unit is made ready prior to the Completion Date, the ALLOTTEE undertake and covenant not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the ALLOTTEE are linked inter alia to the progress of construction, and the same is not a time linked plan.

(b) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the land comprised in the Project Property or any part thereof are required and to be transferred to the association of ALLOTTEE, then the Promoter/Developer and/or the Owners, as per their respective entitlements, shall be entitled to do so and the ALLOTTEE shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the



ALLOTTEE of the Project (including the ALLOTTEE herein) proportionately and the Promoter/Developer and/or the Owners shall not be liable therefore in any manner whatsoever and the ALLOTTEE and the other ALLOTTEE shall keep the Promoter/Developer and the Owners fully indemnified with regard thereto.

**7.2 Procedure for taking possession** - The Promoter/Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Unit, to the ALLOTTEE in terms of this Agreement to be taken within three months from the date of issue of completion certificate, subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Transfer. The Promoter/Developer agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The ALLOTTEE, after taking possession, agreed to pay the maintenance charges as determined by the Promoter/Developer/association of ALLOTTEE, as the case may be from the date of the issuance of the completion certificate for the Project. The Promoter/Developer shall hand over the photocopy of completion certificate of the Project to the ALLOTTEE at the time of Deed of Transfer of the same.

**7.3 Failure of ALLOTTEE to take Possession of Apartment-** Upon receiving a written intimation from the Promoter/Developer, the ALLOTTEE shall take possession of the Said Unit from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Said Unit to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time stipulated of three months from the date of issue of completion certificate, such ALLOTTEE shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, Baikunthapur 2 No Gram Panchayet tax and other outgoings and further holding charges, for the period of delay.

**7.4 Possession by the ALLOTTEE** - After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the ALLOTTEE, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including Common Areas of the Real Estate Project, to the association of ALLOTTEE, upon its formation and registration;

Provided that, in the absence of any local law, the Promoter/Developer shall handover the necessary documents and plans, including Common Areas of the Real Estate Project to the association of ALLOTTEE within thirty days after formation and registration of the association of ALLOTTEE.

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

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

**7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the

Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

**7.7** Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided in the Act. Provided that where if the Allottee does not intend to withdraw from the Project the Promoter/Developer 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 Said Unit.

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

The Promoter/Developer hereby represents and warrants to the ALLOTTEE as follows:

(i) The Promoter/Promoter/Developer undertakes that the Owners have absolute, clear and marketable title with respect to the Project Property and is also entitled vide the Development Agreement Cum Development Power of Attorney, to enter into this Agreement alongwith the ALLOTTEE, and the Promoter/Developer have the rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.

(ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.

(iii) There are no encumbrances upon the Project Property or the Real Estate Project as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority:

(iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Property, the Said Unit, the Said Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of ALLOTTEE;

(vi) The Promoter/Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;

(vii) The Promoter/Developer have not entered into any agreement for Transfer and/or any other agreement / arrangement with any person or party with

respect to the Said Unit which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

(viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the Said Unit to the ALLOTTEE in the manner contemplated in this Agreement;

(ix) At the time of execution of the Deed Of Transfer the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the ALLOTTEE and the Common Areas of the Real Estate Project to the association of ALLOTTEE, upon the same being formed and registered;

(x) The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Property;

(xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the ALLOTTEE and the association of ALLOTTEE or not;

(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 Property) has been received by or served upon the Promoter/Developer in respect of the Project Property and/or the Real Estate Project.

(xiii) That the property is not a Waqf property.

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

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

(i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the ALLOTTEE within the time period specified. For the said purpose 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule of this Agreement, and for which completion certificate, has been issued by the competent authority;

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

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

(i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the ALLOTTEE stop making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the ALLOTTEE be required to make the next payment without any interest; or

(ii) The ALLOTTEE shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the ALLOTTEE under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-

five days of receiving the termination notice subject to ALLOTTEE registering the deed of cancellation in respect of the Said Unit and Appurtenances;

Provided that where an ALLOTTEE do not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Unit, which shall be paid by the Promoter/Developer to the ALLOTTEE within forty-five days of it becoming due. The ALLOTTEE shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the ALLOTTEE fail to make payment to the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the ALLOTTEE shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by ALLOTTEE under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the ALLOTTEE and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Unit and Appurtenances and upon retransfer of the Said Unit and Appurtenances i.e. upon the Promoter/Developer subsequently transferring the Said Unit and Appurtenances to another ALLOTTEE and receipt of the price thereon, the Promoter/Developer shall after adjusting the booking amount, refund to the ALLOTTEE, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter/Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the ALLOTTEE shall have no claim of any nature whatsoever on the Promoter/Developer and/or the Said Unit and Appurtenances and the Promoter/Developer shall be entitled to deal with and/or dispose off the Said Unit and Appurtenances in the manner it deems fit and proper.

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

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

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

The Promoter/Promoter/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees.

**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 /Developer as per the agreement for Transfer relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the ALLOTTEE from the date of obtaining the completion certificate, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer'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. Such structural defect shall remain subject to be examined and proved by the certified engineer of the project herein.

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

The Allottee hereby agrees to purchase the Apartment/Commercial Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

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

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

**15. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The ALLOTTEE shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of ALLOTTEE formed by the ALLOTTEE for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

16.1 The ALLOTTEE shall, after taking possession, be solely responsible to maintain the Said 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 Said Building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.

16.2 The ALLOTTEE further undertake, assure and guarantee that he/she/they would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the Project building therein or Common Areas. However this restriction shall not remain applicable on the Commercial Unit ALLOTTEES in any manner whatsoever. The ALLOTTEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the ALLOTTEE shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the Said Building. The ALLOTTEE shall also not remove any wall including the outer and load bearing wall of the Said Unit.

16.3 The ALLOTTEE shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer 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.

16.4 In addition to the aforesaid, the ALLOTTEE hereby agree to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in Schedule below.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

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

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Apartment/Commercial Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any

other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such Apartment/Commercial Unit.

**20. APARTMENT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the ALLOTTEE by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the ALLOTTEE until, FIRSTLY, the ALLOTTEE sign and deliver 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 Bardhaman as and when intimated by the Promoter/Developer. If the ALLOTTEE fail to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer 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 Unit, as the case may be.

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent ALLOTTEE of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

24.1. The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the Promoter/Developer in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the case of other ALLOTTEE.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**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 have to make any payment, in common with other ALLOTTEE in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

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

**30. NOTICES:**

That all notices to be served on the ALLOTTEE and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the Promoter/Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the ALLOTTEE and the Promoter/Developer 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/Developer or the ALLOTTEE, as the case may be.

**31. JOINT ALLOTTEES:**

That in case there are Joint ALLOTTEE all communications shall be sent by the Promoter/Developer to the ALLOTTEE whose name appears FIRST and at the



address given by him/her/them which shall for all intents and purposes to consider as properly served on all the ALLOTTEE.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

It is hereby ensured that no such additional terms and conditions shall be inserted in the Agreement that is derogatory or inconsistent with the terms and conditions set out in the Act and the Rules and Regulations made thereunder.

**THE FIRST SCHEDULE ABOVE REFEREED TO**

**(Property Details)**

**ALL THAT PIECE AND PARCEL OF THE LAND** measuring 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land situated at R.S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman, by Class Commercial Bastu having Holding No. Ka-6973 of Baikunthapur 2 No Gram Panchayet within the jurisdiction of Baikunthapur 2 No Gram Panchayet and the property is being butted and bounded in the following manner.

**AND THE SAID PREMISES IS BUTTED AND BOUNDED BY,**

**On the North:** Part of R.S. & L.R. Plot No 522;  
**On the South:** Property within Gopalnagar Mouza;  
**On the East:** Property within Gopalnagar Mouza; *and*  
**On the West:** 14 Ft Wide Road:

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**TOTAL AREA OF LAND:- 10806.50 Sq. Ft.** (A little more or less)  
**i.e., 15 Katha 6.5 Sq. Ft. of Land** (A little more or less.

**THE SECOND SCHEDULE ABOVE REFEREED TO**

**Flat Details**

**THE THIRD SCHEDULE ABOVE REFEREED TO**  
**(Construction of Flat, Shops, Office and Building Details)**

**BUILDING STRUCTURE:-** Reinforced Cement Concrete (1:2:4),

**MAIN WALLS & PARTITION WALLS:-** 200 MM/250 MM Thick red Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

**FLOOR:-** Marble/Vitrified Floor Tiles for All room, Balcony, Hall, Kitchen, Bath/Toilet, Lobby, Floor Passage, Stairs and also for the Commercial Section.

**SKIRTING AND DADO:-** Marble/Vitrified Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

**PLASTERING:-** Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

**WOODWORK AND JOINERY:-** Original or Malaysian Wood or equivalent section for Door frame, Thick solid core Flush door or Metal Shutter or Grilled or Metal Gate. Main Door shutter for the Commercial Section will be made of quality Flush door or Metal Shutter or Grilled or Metal Gate.

**M. S. GRILL WORKS:-** All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. in Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

**PAINTING:-** All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with necessary priming coat

**FINISHING WORKS FOR PARKING:-** The Basement and Ground Floor Parking areas will be finished with neat cement finish.

**HARDWARE FITTINGS AND FIXTURES:-** In Residential Section all the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like.

In Commercial Section all the Hardware Fittings will be of aluminium. If there are any internal doors in the commercial units then such will have all the necessary locking arrangements. The Metal Shutter may be fixed as the main entrance to each Office/Shop.

**ELECTRICAL WORKS:-** All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

**RESIDENTIAL SECTION:-**

**Each Bed Room** Two light points, One Plug point, One Fan Point, One A.C Point

**Living Room cum Dinning Space** Three light Points Two Fan Point, One Plug Point, One Freeze point.

**Kitchen** One light Point, One Power Point, One Exhaust fan point.

**Exhaust Fan** points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

**COMMERCIAL SECTION:-**

All the electrical lines will be concealed with copper wires. with PVC conduit. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit will have required numbers of light points, Plug points, Fan Points and if necessary with AC Point and other Points as per the Requirement of the ALLOTTEE.

**WATER SUPPLY & DRAINAGE:-** One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

In the Commercial Section the drainage line will be connected to the existing sewer line through the Master trap. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

**TOILET FITTINGS & FIXTURES:-** Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Tiles or marble. One basin with tap will be installed at Dining Hall in residential section.

In Commercial Area toilet will be common unless and otherwise requested or asked by the Shop/Office ALLOTTEE and the common toilet will be provided with Indian Pan or European commode. Necessary taps will be provided in the toilets and the floor will be of Anti Skid Tiles (Marbles to be given only as per specific request and extra price). One basin with tap will be installed at Toilet.

**KITCHEN SPACE:-** In residential Section each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

In Commercial Section at the request and demand of the Office/Shop ALLOTTEES and with extra price pantry space will be provided with one cooking platform finished with one still sink with required water connections.

**OVER HEAD TANK:-** P.V.C. or Concrete (for Residential Section) and P.V.C. or Concrete (for Commercial Section).

**ADDITIONAL WORK:-** Any extra additional work done by the Promoter/Developer, at the request of the OWNERS and/or ALLOTTEES shall be charged extra at market rate and the OWNERS and/or ALLOTTEES shall have to pay cost of those extra additional works executed by the Promoter/Developer additionally.

***THE FOURTH SCHEDULE ABOVE REFEREED TO  
(Common Facilities and Common Parts)***

1. Entrance and Exits to the Premises.
2. Stair Case,

3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building.
5. Passage for Entrance,
6. Passage to approach common areas,
7. CCTV surveillance cameras at strategic location
8. Pump (Deep Tube Well/Submersible Pump of adequate capacity to ensure round the clock),
9. Electric Meter & Electric Meter Space,
10. Electric/Utility room & Water Pump room
11. Intercom facility
12. Septic Tanks,
13. Boundary Walls with Entrance Gate,
14. Water Harvest (if any),
15. Overhead Water Tank,
16. Transformer and space (if any),
17. Lift(s) (preferably Otis or Kone),
18. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
19. Lighting of the Common Portions.
20. DG power backup.
21. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
22. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
23. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owner.
24. The said Multi-Storied Residential Cum Commercial Building will be named as styled as **"SHIVANGI APARTMENT"**.

**PAYMENT SCHEDULE**

1. On Booking & Agreement - 10% on CV and less booking amount) + 50% of Legal Charges
2. On completion of Foundation (20% on CV)
3. On Completion of First Floor Roof Casting (12% on CV)
4. On Completion of Third Floor Roof Casting (12% on CV)
5. On Completion of Fifth Floor Roof Casting (12% on CV)
6. On Completion of Seventh Floor Roof Casting (12% on CV)
7. On Completion of Brick work and Internal Plaster for the respective floor (12% on CV)
8. On Completion of Tiles/Marble for the respective flat/Unit (5% on CV+50% Other Charges)
9. On possession (5% on CV+50% Other charges+ 50% Legal Charges)

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

\_\_\_\_\_  
[Owner/Landlord/Promoter/Promoter/Developer]

\_\_\_\_\_  
[Promoter/Developer]

\_\_\_\_\_  
[ALLOTTEE]

Drafted by:  
Advocate  
High Court at Calcutta

Witnesses:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Father's Name \_\_\_\_\_  
Address \_\_\_\_\_