

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this (Date) day of (Month), 2021

By and Between

1. **Smt. Sulagna Basu** (Permanent Account Number _____) (Aadhaar no. _____) son / wife of Supratik Basu, by religion Hindu, by Occupation House Wife, Citizen of India, residing at 101/C, Ballygunge Park, P.O: Ballygunge, Police Station Gariahat, Kolkata 700019,

2. **Smt. Moumita Basu** (PAN: AXZPB1373M) (Aadhaar no. _____) son/wife of Niladri Basu, by religion Hindu, by Occupation House Wife, Citizen of India, residing at 8/1, Kashi Ghosh Lane, Post Office Bedon Street, Police Station Burtolla, Kolkata – 700006,

Hereinafter collectively referred to as the “**Owners**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **FIRST PART**

AND

M/S FINE CONSTRUCTION, a partnership firm within the meaning of Indian Partnership Act with PAN No. AAGFF1384E having its registered address at 2A, Lower Range, P.O: Circus Avenue, P.S: Beniapukur, Kolkata : 700017 represented by its Partner **MR. SHAHNAWAZ ALAM** s/o Late Badre Alam (PAN: AFDPA7896N), by faith Islam, Occupation: Business, By Nationality: India, residing at P-233, Park Street, P.O: Circus Avenue, P.S Beniapukur, Kolkata- 700017, Hereinafter referred to as the “**Promoter**” (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include the said partnership firm, all its partners from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns) of the Second Part

The term “**Sellers**” shall mean jointly the Owner and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue. The term “**Promoter**” and/or the term “**concerned Seller**” shall mean and refer to the Promoter in respect of the Flat Units comprised in the Promoter’s Area and shall mean and refer to the Owner in case of the Flat Units comprised in the Owner’s Area.

AND

(1) _____ (Permanent Account
Number _____) (Aadhaar no. _____) (Phone _____)

Number: _____) son/wife of _____, by religion _____, by Occupation _____, Citizen of India, residing at _____, Post Office _____, Police Station _____, Kolkata – 700 ____ hereinafter called the “Allottee/Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the Third Part

The Sellers and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

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

- i. “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act. XLI of 2017) as amended by the West Bengal Housing Industry Regulation (Amendment) Act, 2019;
- ii. “**Rules**” means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- iii. “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- iv. “**Section**” means a section of the Act.
- v. Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS

- A. The Owners are the absolute and lawful owners of the Said Premises described in **Schedule H**. The Devolution of Title in favour of the Owners in respect of the Said Premises is mentioned in **Schedule I** hereto.
- B. The Owners have entered into a Development Agreement dated 16th January, 2019 which was registered in the office of the Additional Registrar of Assurances –II, Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 5904 to 5950 bearing **Deed No. 0127 for the year 2019** with the Promoter authorizing and empowering the Promoter to develop the Said Premises by constructing the building thereon and selling the Flat Units therein to prospective Purchaser/Allottee on the terms and conditions contained therein.

- C. The Said Premises is earmarked for the purpose of building residential multi-storied building and the Project has been named “**Fine Residency**”.
- D. In terms of the Development Agreement, the Promoter has commenced construction of the building on the Said Premises. Under the Development Agreement, the Owners are absolutely and exclusively entitled to the Owner’s Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same and the Promoter is absolutely and exclusively entitled to the Promoter’s Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same.
- E. The Sellers are fully competent to enter into this Agreement.
- F. The KMC has sanctioned the Plan to develop the project vide Sanction dated _____, modified vide Sanction No. 38/PW (B) dated 28th May, 2013 and further modified vide Sanction No. P.W.-166 dated 31st January, 2015.
- G. The Promoter has obtained the sanctioned Plan for the Project from the KMC. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- H. The Sellers have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____, _____ under registration no. _____.
- I. The Allottee had applied for a flat in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Flat Unit described in **Schedule A** and the floor plan of the said Flat is annexed hereto and marked as **Schedule B**.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Allottee have independently examined and verified or caused to be examined and verified and are fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Owners in respect of the Said Premises and the documents relating thereto;
 - (ii) The Plan sanctioned by the KMC and the necessary approvals and permissions;
 - (iii) The right, title, interest and entitlement of the Owners and the Promoter as the Promoter in respect of the Said Premises; and
 - (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Flat.

- L. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waive the right, if any, to do so.
- M. 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.
- N. 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.
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers hereby agree to sell and the Allottee hereby agree to purchase the said Flat Unit described in **Schedule A**.

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 Sellers agree to sell to the Allottee and the Allottee hereby agree to purchase, the said Flat Unit described in **Schedule A**.
 - 1.2 The Agreed Consideration/Total Price for the said Flat Unit based on the carpet area thereof is Rs. _____ (Rupees _____) only ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee towards the said Flat.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Flat to the Allottee and/or the Project to the Association of Allottee after obtaining the completion certificate;

Provided that all the applicable taxes shall be payable by the Allottee to the Promoter;

- (iii) The Promoter/Owners shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded within the time and in the manner specified therein. In addition, the Promoter/Owners shall provide, on written request, 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 Flat includes the proportionate share in land and Common Areas as mentioned in this Agreement.
- (v) The Allottee have been selected for a limited time special discount and accordingly, the Promoter has given a special discount of **Rs. _____/- (Rupees _____ only)** on the express understanding that the discount is being given to the Allottee in their capacity as the Allottee of the said Flat Unit and that if for any reason whatsoever the purchase of the said Flat Unit is not completed in favour of the Allottee and/or in the event of cancellation/termination of the this Agreement for any reasons whatsoever, the special discount being offered shall automatically and without any further act or deed become invalid. In the case of happening of such an event, the sum of Rs. _____/- offered as special discount shall be added back to the Agreed Consideration / Total Price mentioned in this Agreement which shall then become Rs. _____/-, including for the purpose of Clause 9.3 (ii).
- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agree to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter/Owners undertake(s) and agree(s) that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Owners 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 of the Total Price as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.

- 1.5 The Promoter/Owners may allow, in its/their sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter/Owners.
- 1.6 It is agreed that the Sellers shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the said Flat, without the previous written consent of the Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Flat intended to be acquired by the Allottee and the Allottee hereby consent to the same and waive their right of giving any further consent.
- 1.7 The Promoter/Owners shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the KMC, 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/Owners. If there is reduction in the carpet area then the Promoter/Owners shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter/Owners shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Sellers agree and

acknowledge that the Allottee shall have the right to the said Flat Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Flat and the right to use the said Parking Space described in Schedule A.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Unit Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottee after duly obtaining the completion/Occupancy Certificate from the KMC as provided in the Act;
- (iii) That the computation of the price of the said Flat includes recovery of price of land and construction of not only the said Flat but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Flat and the Project as mentioned in **Schedules D & E**. The Allottee have also agreed to make timely payment of the Extras and Deposits mentioned in **Schedule G**. The Extras and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

1.9 It is made clear by the Sellers and the Allottee agree that the said Flat Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Premises 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 previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottee of the Project.

1.10 The Promoter/Owners agree(s) to pay all outgoings relating to the said Flat Unit before transferring the physical possession of the said Flat to the Allottee, which it/they has/have collected from the Allottee, for the payment of outgoings (including

proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Flat Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter/Owners fail(s) 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 said Flat Unit to the Allottee, then the Promoter/Owners agree(s) to be liable, even after the transfer of the said Flat Unit, 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 have paid a total sum of **Rs.** _____/- (**Rupees** _____) only as booking amount being part payment towards the Total Price of the said Flat Unit at the time of application and/or thereafter, the receipt of which the Promoter/Owners hereby acknowledge(s) and the Allottee hereby agree to pay the remaining price of the said Flat Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter/Owners or not, within the time and in the manner specified therein;

Provided that if the Allottee delay in payment towards any amount which is payable, they shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

- 1.12 Although the entire Total Price/Agreed Consideration is payable to either the Owners or the Promoter as stated in Schedule C, the Owners and the Promoter hereby confirm and agree to be bound by their respective obligations under the terms and conditions recorded herein.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Sellers abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter/Owners or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque

payable at Kolkata or online payment (as applicable) in favour of the Promoter if the said Flat Unit is comprised in the Promoter's Area and in favour of the Owner if the said Apartment Unit is comprised in the Owner's Area.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Sellers and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Sellers with necessary declarations, documents, permission, approvals, etc. 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 and in any event in Indian Rupees only. The Allottee understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they 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 Sellers accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Sellers be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Sellers 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 Sellers immediately and comply with necessary formalities if any under the applicable laws. The Sellers shall not be responsible towards any third party making payment remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Flat Unit applied for herein in any way and the Sellers shall issue the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorize the Promoter/Owners to adjust and appropriate all payments made by them under any head(s) of dues against lawful outstanding of the Allottee against the said Flat Unit, if any, in their names and the Allottee undertakes not to object/demand/direct the Promoter/Owners to adjust their payments in any manner.

5. **TIME OF ESSENCE:**

The Sellers shall take steps to abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Flat Unit to the Allottee and the Common Areas to the association of Allottee. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by them and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

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

6.1 The Allottee have seen the proposed layout plan, specifications, amenities and facilities of the said Flat and accepted the floor plan which has been approved by the KMC, the Total Price & payment plan mentioned in **Schedule C** and the Extras and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Promoter shall develop the said Flat in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the KMC and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the KMC 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 this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee have consented to and/or hereby irrevocably consent that the Promoter may make changes, modifications, additions, alterations and/or variations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas, the ground floor layout and/or the said Flat as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the KMC and the same is and shall be deemed to be the previous written consent under the Act. Prior to

the booking of the said Flat Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee have consented to and/or hereby consent to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

6.3 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

7. **DELIVERY OF THE SAID FLAT:**

7.1 **Schedule for delivery of the said Flat:-**

The Sellers agree and understand that timely delivery of possession of the said Flat to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Flat unless there is natural calamities, Acts of God, floods, earthquakes, pandemic, epidemic, riots, wars, storms, cyclones, tempests, fire, civil commotions, civil wars, air raids, strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from KMC or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Said Premises or the Building, and/or circumstances beyond the control of the Sellers or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agree that the Sellers shall be entitled to the extension of time for delivery of possession of the said Flat Provided that such Force Majeure conditions or reasons are not of a nature which make it impossible for the contract to be implemented. The Allottee agree and confirm that, in the event it becomes impossible for the Sellers to implement the Project due to Force Majeure conditions, then this allotment shall be terminated and the Promoter/Owners shall refund to the Allottee the entire amount received by the Promoter/Owners from the Allottee

within 45 days from that date or within such further time as may be agreed between the parties. The Promoter/Owners 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 they shall not have any rights, claims etc. whatsoever against the Sellers and that the sellers shall be released and discharged from all their obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Sellers.

- 7.1A The obligation of any of the Sellers under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Extras and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all their obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.
- 7.2 **Procedure for taking Possession-** The Promoter/Owners, upon issue of the Partial or Full Occupancy/Completion Certificate by the KMC, shall offer in writing ("**Notice for Possession**") the possession of the said Flat to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Sellers and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agree to pay the maintenance charges as determined by the Promoter/Association of Allottee, as the case may be, municipal taxes and other outgoings in respect of the said Flat Unit from the date of issuance of the Completion Certificate. The Promoter/Owners shall hand over the occupancy/completion certificate of the said Flat to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of the said Flat -** Upon receiving a written intimation from the Promoter/Owners as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all their obligations as mentioned in Clause 7.1A and thereafter take possession of the said Flat from the Promoter/Owners by executing necessary indemnities,

undertakings and other documentation prepared by the Promoter/Owners through the Project Advocate including those prescribed in this Agreement and the Promoter/Owners shall give possession of the said Flat Unit to the Allottee. In case the Allottee fail to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, municipal taxes and other outgoings as specified in Clause 7.2.

7.4 **Possession by Allottee** - After obtaining the occupancy/Completion certificate and handing over physical possession of the Units to all the Allottee, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee as per the local laws.

7.5 **Cancellation by Allottee**- The Allottee shall have the right to cancel/withdraw their allotment in the Project as provided in the Act subject to the Allottee having complied with all their obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee propose to cancel/withdraw from the Project without any default of the Promoter/Owners under this Agreement, the Promoter/Owners herein is/are entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter/Owners towards the Total Price only shall be returned by the Promoter/Owners to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Promoter/Owners shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Flat Unit to anyone else without any reference to the Allottee after the date of termination.

7.6 **Compensation**.- The Owners shall compensate the Allottee in case of any loss caused to them due to defective title of the land

on which the Building containing the said Flat is being constructed that is known to the Owners but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners. Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter/Owners fail(s) to complete or is/are unable to give possession of the said Flat (i) in accordance with the terms of this Agreement by the date specified in Clause 7.1; or (ii) due to discontinuance of its business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter/Owners, the Promoter/Owners shall be liable on written demand to the Allottee, in case the Allottee wish to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them towards the Total Price of the said Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee do not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee have voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect; Provided that where the Allottee do not withdraw from the Project, the Allottee may claim from the Promoter/Owners interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Flat which shall be paid by the Promoter/Owners to the Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the

Promoter/Owners from the Allottee for delayed payment in terms of Clause 1.11.

- 7.7 With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice for Possession mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied themselves in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Flat, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.8 From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Flat Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.
- 7.9 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee' own costs, the mutation of the said Flat Unit in the Allottee' name within 6 months thereafter.

8. **REPRESENTATIONS AND WARRANTIES OF THE SELLERS:**

The Sellers hereby represent and warrant to the Allottee as follows:

- (i) The Owners have marketable title with respect to the Said Premises is mentioned in **Schedule-I** hereto. The Owners have absolute, actual, physical and legal possession of the Said Premises for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Premises or the Project created by the Sellers;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Premises, Project or the said Flat;
- (v) All approvals, licenses and permits issued by the KMC with respect to the Project, Said Premises and the said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Sellers have been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the Project, Said Premises, Building and the said Flat and Common Areas;

- (vi) The Sellers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Sellers have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Said Premises including the Project and the Said Premises which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Sellers confirm that the Sellers are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Owners shall hand over lawful, vacant, peaceful, physical possession of the said Flat to the Allottee and the Common Areas to the Association of Allottee;
- (x) The said Flat 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 said Flat;
- (xi) The Sellers have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Premises to the KMC till the Occupancy/Completion Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Flat) has been received by or served upon the Sellers in respect of the Said Premises and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter/Owners shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all their obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter/Owners fail(s) to offer to provide ready to move in possession of the said Flat to the Allottee within the time period specified in Schedule 'A' or fail(s) to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the said Flat shall be in a habitable condition.
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter/Owners under the conditions listed above, Allottee are entitled to the following subject to the Allottee having complied with all their obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Promoter/Owners as demanded by the Promoter/Owners. If the Allottee stop making payments the Promoter/Owners 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/Owners shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Flat, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee have voluntarily opted not to withdraw from the Project and the option of withdrawal shall not

be applicable and/or shall cease to be valid or have effect; Provided that where the Allottee do not intend to withdraw from the Project or terminate the Agreement, they shall be paid, by the Promoter/Owners, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Flat, which shall be paid by the Promoter/Owners to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

(i) In case the Allottee fail to make payments of the demands made by the Promoter/Owners as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Extras and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter/Owners on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter/Owners in this regard, the Promoter/Owners may cancel the allotment/Agreement of the said Flat in favour of the Allottee and refund the money paid to the Promoter/Owners by the Allottee by deducting the booking amount (which shall be calculated after adding back the special discount sum of Rs. _____/- offered as a special discount to the Allottee and mentioned in Clause 1.2 (v) above) and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter/Owners shall be free to deal with, dispose of and/or sell the said Flat Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

Provided that the Promoter/Owners shall intimate the Allottee about such termination at least thirty days prior to such termination.

- (iv) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter/Owners shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee do not comply with the said Notice to the satisfaction of the Promoter/Owners within the above time, then the Allottee shall be liable to pay to the Promoter/Owners compensation and/or damages that may be quantified by the Promoter/Owners and in default of such payment within 30 days, the Promoter/Owners may terminate the allotment/Agreement of the said Flat in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (v) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Flat or portion of the Building, then in that event the Allottee shall also be liable to pay to the Promoter/Owners compensation and/or damages that may be quantified by the Promoter/Owners.
- (vi) Besides the aforesaid rights, the Promoter/Owners shall also be entitled to enforce any other right to which the Promoter/Owners may be entitled to in law by reason of any default or breach on the part of the Allottee.

10. CONVEYANCE OF THE SAID FLAT:

10.1 The Sellers, on receipt of Total Price of the said Flat as per Clause 1.2 and Extras and Deposits mentioned in **Schedule G**

and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Flat Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all their obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Flat, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fail to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Sellers to withhold registration of the conveyance deed in their favour till payment of stamp duty and registration charges and incidental expenses to the Sellers is made by the Allottee.

10.2 Any of the following is not intended to and shall not be transferred in favour of the Allottee and the Allottee shall have no right, title, interest, claim or entitlement whatsoever or howsoever in respect thereof:

- a) Open and covered spaces in the Building and the Said Premises not included in the Common Areas mentioned in **Schedule E** hereto;
- b) Other flats, flat Units, other constructed spaces and Parking Spaces in the Building and/or the Said Premises;
- c) Exclusive Open Terrace attached and/or appurtenant to other Units;
- d) Right of further construction on any part of the land comprised in the Said Premises or raising of any additional floor/story/construction over the roof of the Building including both the Private Roof Area and the Common Roof Area;
- e) Private Roof Area along with Private Roof Area Rights in respect of the same which shall belong exclusively to the Promoter; and

10.3 In respect of the flats, Flat Units, other constructed spaces, Parking Spaces and the properties and rights which are not intended to be transferred to the Allottee as aforesaid, the Owners and the Promoter shall be entitled to use, utilise, enjoy, transfer,

alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions as may be thought fit and proper by the Owners and the Promoter in their absolute discretion, without any reference to the Allottee. The Allottee hereby consent to the same and undertake and covenant not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Allottee have irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right title interest in the other flats, flat Units, other constructed spaces and Parking Spaces at the Said Premises and/or the properties and rights which are not intended to be transferred to the Allottee as aforesaid and also hereby disclaim, relinquish release and/or waive in favour of the Owners and/or the Promoter and/or the other Unit Owners, as the case may be, all right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, into or upon the other parts and portions of the Building and the Said Premises excepting those which are being expressly agreed to be transferred in favour of the Allottee by this Agreement and has agreed that such provision would also be included in the Deed of Conveyance to be executed in favour of the Allottee in respect of the said Flat Unit.

10.4 The proportionate share of the Allottee in respect of any matter referred to under this Agreement shall be such as may be determined by the Promoter and the Allottee have agreed and undertaken to accept the same notwithstanding there being minor variations.

10.5 The right of the Allottee regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consent to the same. Any such variation shall not affect the Agreed Consideration/Total Price and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenant not to demand any refund out of the Agreed Consideration/Total Price paid by the Allottee on the ground of or by reason of any variation of the Undivided Share.

10.6 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Said Premises by putting up hoardings,

display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

10.7 Save and except the right of obtaining housing loan in terms of Clause 18 below, the Allottee shall not have any right or lien in respect of the said Flat Unit till physical possession is made over to them after payment of all amounts by the Allottee.

10.8 The Promoter may permit and/or grant rights to outsider/third parties against payment of consideration/charges to the Owners and the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Building and no one including the Unit Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outsider/third parties, then the same shall be made over by the Promoter to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Promoter.

10.9 The Allottee confirm that they have agreed to purchase the said Flat Unit with full knowledge that they would have no right, title, interest, claim or entitlement in respect of the Private Roof Area in respect of which only the Promoter shall have Private Roof Area Rights and the same shall be transferable by the Promoter independently to any other Unit Owner of the Building. The Allottee hereby disclaim, relinquish, release and/or waive any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, in favour of the Promoter, and/or its transferees of the Private Roof Area and agree that such provision would also be included in the Deed of Conveyance to be executed in favour of the Allottee in respect of the said Flat Unit.

10.10 The Deed of Conveyance and all other papers and documents in respect of the said Flat Unit and the Said Premises shall be prepared and finalised by the Project Advocate and the Allottee have agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter/Owners

after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter/Owners may suffer.

10.11 The Common Roof Area shall be demarcated by the Promoter at any time prior to the execution and registration of the Deeds of Conveyance in favour of the Unit Owners or handover possession of the Units to the Unit Owners. The entire ultimate roof area other than the Common Roof Area shall form part of the Private Roof Area. The map of the demarcated Common Roof Area and the Promoter's Private Roof Area shall be annexed to the Deeds of Conveyance.

11. MAINTENANCE OF THE BUILDING/ FLAT/ PROJECT

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the completion certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Flat and the same shall be paid by the Allottee as agreed with the Promoter.

11.2 The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Sellers shall not be entitled to be recognised by the Sellers and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Said Premises. The maintenance of the Building and the Said Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Said Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Building and the Said Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

11.3 All the Unit Owners as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

11.4 All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Allottee hereby consent to accept and sign the same.

11.5 The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consent to the same and shall not be entitled to raise any objection thereto.

11.6 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

11.7 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Building including the Allottee herein.

11.8 The rights of the Owners, the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee have irrevocably agreed to be bound by the same.

11.9 The Allottee shall from the Date of Possession, use and enjoy the said Flat Unit in the manner not inconsistent with the Allottee' rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Sellers.

11.10 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Flat Unit, the Common Areas, the Building and the Said Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Flat Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or

assessments pertaining to the said Flat Unit, shall become payable by the Allottee from the date of issuance of the Completion Certificate notwithstanding anything to the contrary contained in Clause 15 or Schedule J or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/Allotment is cancelled/terminated.

11.11 The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee use or are entitled to or are able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

11.12 The title deeds relating exclusively to the Said Premises that are available with the Owner along with related documents and certified copy of Plans of the Building shall be handed over by the Owners and the Promoter to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

11.13 From the date of offering the handing over of maintenance to the Association, the Sellers shall not have any responsibility whatsoever regarding the Building and the Said Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Building, Said Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Sellers shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of

maintenance, the Sellers and/or their Partners, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

11.14 It is expressly agreed and understood by the parties that the Owners have nothing to do with the development and/or providing of Common Areas and as such at no time, whether before or after the date of handing over of maintenance to the Maintenance Agency, the Owners shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in Clause 11.13 above.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of Occupancy/Completion Certificate, the Promoter shall take steps 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 However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Units by the Allottee including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottee and/or occupants of the Building.

13. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of Allottee shall have rights of unrestricted access to all Common Areas mentioned in **Schedules D & E** as also the garages/covered parking for providing necessary maintenance and repair services and the Allottee agree to permit the Association of Allottee and/or Maintenance Agency to enter into the said Flat or any part thereof, after due notice and during the normal working hours,

unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. **USAGE:**

Use of the Common Areas: The Common Areas as located within the Project shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottee formed for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TOTHE SAID FLAT:**

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Flat at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Flat or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat and shall keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertake, assure and guarantee that they would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face, facade of the Building or anywhere on the exterior of the Project, Buildings therein or Common Areas. The 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 Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Flat.

15.3 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee agree, covenant and undertake to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Parties are entering into this Agreement for the allotment of the said Flat with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertake that they shall comply with and carry out from time to time after they have taken over possession of the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent authority at their own costs.

17. ADDITIONAL CONSTRUCTIONS:

17.1 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(ies) and disclosed, except for as provided in the Act and this Agreement including the clauses below.

17.2 The Allottee have irrevocably consented and/or hereby irrevocably consent that the Promoter shall be entitled to make in future vertical and horizontal exploitation of the Building and/or the Said Premises by way of additional/further construction in the Said Premises including by raising of any additional floor/storey/construction over the roofs of the Building (including the Common Roof Area) and/or by way of construction of additional building/structures in the open land/spaces in the Said Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future additional/further constructions/exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the

Owners and the Promoter are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof as also the Private Roof Area to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee result in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Unit or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Owners and the Promoter shall, if required, be entitled to obtain necessary permission/sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Owners and the Promoter have an irrevocable sole right in respect of the same and the Allottee have irrevocably consented and/or hereby irrevocably consent to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the proportionate area in Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Flat 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 have taken or agreed to take the said Flat. However, the Allottee hereby irrevocably consent that the Promoter shall be

entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Said Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Flat Unit, a release/no objection/ clearance shall be obtained by the Promoter. Similarly, the Unit Owners shall be entitled to take housing loans for the purpose of acquiring Units in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement. The Owners and the Promoter shall, if required by the Allottee, render co-operation for obtaining such housing loans.

19. **APARTMENT OWNERSHIP ACT:**

The Sellers have assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Sellers do not create a binding obligation on the part of the Sellers 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, appear for registration of the same before the concerned registration authority as and when intimated by the Sellers. If the Allottee fail to execute and deliver to the Sellers this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Sellers, then the Sellers 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Sellers and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Flat.

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

23.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the said Flat, in case of a transfer that is validly made with the prior written consent of the Promoter/Owners, as the said obligations go along with the said Flat for all intents and purposes.

23.2 Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Flat Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 18 unless all the following conditions are complied with:-

- a) A minimum period of _____ (_____) year has passed from the date of this Agreement.

- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee' covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee have made full payment of the Agreed Consideration/ Total Price, the Extras and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. have made payment to the Promoter of a Transfer Fee equivalent to ___% (_____ Per cent) of the total resale/transfer price (hereinafter referred to as "**the Transfer Charges**"). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Promoter/Owners No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Flat Unit including the documents pertaining to the above Flat Unit.
- f) Prior consent in writing is obtained from the Promoter/Owners regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Sellers due to nomination, assignment, etc. by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination or assignment, etc., shall be compensated by the Allottee or the nominees, assignees, etc. by paying to the Sellers agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof. Such amount shall be payable by the Allottee on or before the

nomination.

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Flat Unit subject to the following conditions:

a) The said Flat Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Flat Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Flat Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal and other taxes etc. relating to the said Flat Unit payable to the Maintenance Agency, the KMC and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter/Owners may, at its/their sole option and discretion, without prejudice to its/their rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Owners in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter/Owners to exercise such discretion in the case of other Allottee. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter/Owners being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the

interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter/Owners. The Allottee may also, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive any breach or delay by the Promoter/Owners including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the 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.

26. **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(s) in the Project, the same shall be the proportion which the carpet area of the said Flat bears to the total carpet area of all the Units in the Project.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments

and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Sellers through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Sellers and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar of Assurances, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. NOTICES:

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

(1) _____ and (2) _____ both residing at _____, Post Office _____, Police Station _____, Kolkata – 700 ____

(1) _____ and (2) _____ both residing at _____, Post Office _____, Police Station _____, Kolkata – 700 ____

It shall be the duty of the Allottee and each of the Sellers to inform the other parties 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 each of the Sellers or the Allottee as the case may be.

30. JOINT ALLOTTEE:

That in case there are Joint Allotees all communications shall be sent by either of the Sellers to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee.

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Flat prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

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 referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim

orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The terms and conditions of this Agreement for Sale are as per the contractual understanding between the parties and have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee (including Joint Purchaser)**

(1) Signature

Name_____

Address_____

Please affix
Photographs
and sign
across the
photograph

(2) Signature

Name_____

Address_____

Please affix
Photographs
and sign
across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:**

Signature

Name_____

Address_____

Please affix
Photographs
and sign across
the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Owners:**

Signature

Name_____

Address_____

Please affix
Photographs
and sign across
the photograph

Signature

Please affix
Photographs
and sign across
the photograph

Signature

Please affix
Photographs
and sign across

the photograph

At _____ on _____ in the presence of :

WITNESSES:

(1) Signature

Name _____

Address _____

(2) Signature

Name _____

Address _____

SCHEDULE 'A'- PLEASE INSERT DESCRIPTION OF THE APARTMENT AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

ALL THAT the residential flat No. ____, on the _____ Floor the Building in the Project named “_____” to be constructed at Said Premises, as described in Schedule H below and delineated on the **Plan** attached hereto and bordered in **RED** colour thereon together with the right to park _____ medium-sized car in the covered car parking space at such place in the basement of the Said Premises as may be allotted by the Promoter at the time of handing over of possession and/or _____ medium-sized car in the covered car parking space at such place in the ground floor of the Said Premises as may be allotted by the Promoter at the time of handing over of possession and/or _____ medium-sized car in the open car parking space at such place in the open spaces surrounding the Building as may be allotted by the Promoter at the time of handing over of possession together with proportionate, variable, undivided and impartible share in the Common Areas described in Schedule E below with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Building in respect of the same and together with the said Undivided Share.

The Carpet Area of the aforesaid Flat excluding balcony/verandah, external walls, service shafts and exclusive open terrace area (if any) is _____ square feet. The Carpet Area of the Store Room in respect of the aforesaid Flat is _____ Square Feet. The Built-up area of the Flat including balcony/verandah, external walls, service shafts and exclusive open terrace area (if any) is _____ square feet. The Built-up area of the Store Room is _____ Square feet. The Super Built-up area mutually agreed by the parties in respect of the said Flat is equivalent to _____ Square Feet (including Store Room measuring about _____ square feet Super built up area). The Exclusive Open Terrace Area relating to the above Flat is about _____ Square Feet.

The said Flat is to be made ready for handing over possession by _____, _____ unless there is delay due to Force Majeure or reasons beyond control.

SCHEDULE 'B' - FLOOR PLAN OF THE FLAT

The said Apartment delineated on the **Plan** attached hereto and bordered in **RED** colour thereon

SCHEDULE 'C' - PRICE DETAILS & PAYMENT PLAN

	Total	100 %

In terms of the Development Agreement, the Owners are entitled to the entire consideration in respect of the Flat Units comprised in the Owner's Area while the Promoter is entitled to the entire consideration in respect of the Flat Units comprised in the Promoter's Area. Under the circumstances, the Total Price/Agreed Consideration payable hereunder is payable to the Promoter as the said Apartment Unit described in Schedule A is comprised in the Promoter's Area.

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID FLAT

SCHEDULE 'E' - SPECIFICATIONS AMENITIES FACILITIES WHICH ARE PART OF THE PROJECT

"Common Areas"

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Owners and the Promoter under this Agreement.

SCHEDULE F- DEFINITIONS

- (a) **“Extras”** shall mean the Extras mentioned in **Part-I** of **Schedule G** hereto, all of which are to be paid by the Allottee to the Promoter in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (b) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee to the Promoter for acquiring the said Flat Unit;
- (c) **“Flat”** shall mean any residential flat and/or any other covered space together with an Exclusive Open Terrace, if any, appurtenant thereto in the Building which is capable of being exclusively owned, used and/or enjoyed;
- (d) **“Flat Unit”** shall mean any Flat and/or other covered space (including the Exclusive Open Terrace, if any, appurtenant thereto) in the Building which is capable of being exclusively owned, used and enjoyed by any Flat Owner, the right, if any, to park medium-sized car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with the right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;
- (e) **“Architect(s)”** shall mean
-
- _____ who have been appointed as the architects for the Building and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Building;
- (f) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the Allottee of Units and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (g) **“Building”** shall mean the building comprising of residential flats to be constructed at the Said Premises;
- (h) **“Built-Up Area”** in relation to a flat shall mean the plinth area of that flat (including the area of balconies, if any, appurtenant thereto but excluding the area of the Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two flats then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Flat;

- (i) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (j) **“Common Expenses”** shall include all expenses for the management, maintenance and upkeep of the Building, the Common Areas therein and the Said Premises and the expenses for Common Purposes as mentioned in **Schedule K**;
- (k) **“Common Areas”** shall mean the common areas, facilities and installations in the Building and the Said Premises mentioned in **Schedule E** hereto which shall be used and enjoyed in common by all the Unit Owners;
- (l) **“Common Purposes”** shall include the purpose of managing and maintaining the Said Premises, the Building and in particular the Common Areas, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners 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;
- (m) **“Common Roof Area”** shall mean

 _____ in one or more parts as may be decided and demarcated by the Owners and the Promoter respectively prior to handing over possession of flats and constructed spaces;
- (n) **“Date of Possession”** shall mean the date on which the Allottee take actual physical possession of the said Flat after discharging all liabilities and obligations;
- (o) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Sellers in favour of the Allottee in respect of the said Flat Unit upon the Allottee complying with all the Allottee’ obligations, paying and depositing all amounts in time and not committing any breach or default;
- (p) **“Deposits”** shall mean the deposits to be made by the Allottee and/or as mentioned in **Part-II of Schedule G** hereto and shall also include any other amount that the Promoter may require the Allottee to deposit;
- (q) **“Development Agreement”** shall mean Development Agreement dated 16th January, 2019, registered in the office of the Additional Registrar of Assurances –II , Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 5904 to 5950 bearing Deed No. 0127 for the year 2019 executed by and between the Owners and the Promoter for developing all the piece or parcel of land admeasuring an area of 9 (Nine) Cottahs 15 (Fifteen) Chittacks and 34 (Thirty Four) Sq. ft. more or less equivalent to 16.47 decimal together with structure standing

thereon, situated at premises No. 8/3, Kashi Ghosh lane, Police station- Burtolla, Post Office- Beadon Street, ward no.26; being Assesses No.11-026-19-0014-2 within the limit of KMC; Under jurisdiction of registrar of assurances, Kolkata-700006, in the State of West Bengal; India, which was made between the Owners and the Promoter relating to development of the Said Premises and shall include all modifications, alterations and changes, if any, made therein from time to time as also all documents (including Powers of Attorney) executed pursuant thereto between the Owner and the Promoter;

- (r) **“Exclusive Open Terrace”** shall mean the open terrace(s) attached and/or appurtenant to only certain Flats in the Building, each open terrace having access from a certain Flat only and meant to be owned, used and enjoyed exclusively by the allottee of such flat;
- (s) **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Building;
- (t) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (u) **“KMC”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- (v) **“Owner’s Allocation”** shall mean –
 (1) _____
 _____ and open spaces for parking of medium-sized cars under and around the Building, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Areas at the Said Premises with right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the Said Premises attributable to the same;
- (w) **“Parking Spaces”** shall mean the spaces in the basement and ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be earmarked by the Promoter for parking medium sized cars;
- (x) **“Plan/Plans”** shall mean the plans of the Buildings as sanctioned and approved by the Kamarhati KMC and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations therein that may be

made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any;

- (y) **“Said Premises”** shall mean the piece or parcel of land admeasuring an area of 9 (Nine) Cottahs 15 (Fifteen) Chittacks and 34 (Thirty Four) Sq. ft. more or less equivalent to 16.47 decimal together with structure standing thereon, situated at premises No. 8/3, Kashi Ghosh lane, Police station- Burtolla, Post Office- Beadon Street, ward no.26; being Assesses No.11-026-19-0014-2 within the limit of KMC; Under jurisdiction of registrar of assurances, Kolkata-700006, in the State of West Bengal; India, described in **Schedule H** hereto and shall also include, wherever the context permits, the Building to be constructed thereon;
- (z) **“Project”** shall mean the work of development of the Said Premises, construction and completion of the Building, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- (aa) **“Project Advocate”** shall mean

 _____ appointed by the Promoter;
- (bb) **“Promoter’s Allocation”** shall mean
 (1) _____

 _____ and open spaces for parking of medium-sized cars under and around the Building, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Areas at the Said Premises with right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the Said Premises attributable to the same;;
- (cc) **“Promoter’s Private Roof Area”** shall mean the demarcated balance portion of the ultimate roof area over the Building forming part of the Promoter’s Allocation excluding only the Common Roof Area comprised in the Promoter’s Allocation in respect of which only the Promoter and persons authorized by it and/or its transferees (along with their guests and visitors) shall have Exclusive Private Roof Area Rights and in respect of which the other Unit Owners shall have no right, title, interest, claim or entitlement whatsoever;
- (dd) **“Rights on Allottee’ Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter/Owners shall be entitled in case of any default or breach by the Allottee;

- (ee) **“Said Flat”** shall mean the Flat together with Exclusive Open Terrace, if any, described in **Schedule A** hereto;
- (ff) **“Said Flat Unit”** shall mean the said Flat, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- (gg) **“Said Parking Space”** shall mean the right to park car(s) if any, described in **Part-II** of the **Schedule A** hereto;
- (hh) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share in the Said Premises which is attributable to the said Flat;
- (ii) **“Super Built-Up Area”** of the said Flat Unit shall mean the area of the said Flat Unit including the areas comprised in the said Flat and the proportionate share in the Common Areas and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee including for municipal taxes, maintenance charges, deposits, etc.;
- (jj) **“Undivided Share”** in relation to a flat shall mean the proportionate variable undivided indivisible and impartible share or interest in the land in the Said Premises which is attributable to the concerned Flat;
- (kk) **“Unit”** shall according to the context mean a Flat Unit;
- (ll) **“Unit Owners”** shall, according to the context, mean all Allottee and/or intending Allottee of different Units in the Building including the Promoter/Owners in respect of such Units as are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Promoter/Owners;
- (mm) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE G

PART I – EXTRAS

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following without raising any objection whatsoever regarding the same:

PART II –DEPOSITS

Applicable Goods and Service Tax and any other tax, duty, levy, cess etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H - SAID PREMISES

ALL THAT All That Piece And Parcel of land admeasuring an area of 9 cottahs 15 Chittak 34 Sq. Ft. more or less equivalent to **16.52 decimals** together with structure standing thereon, situated at premises no. 8/3, Kashi Ghosh Lane, Police Station- Burtolla, Post Office- Beadon Street, Ward No.26, being Assessee no.11-026-19-0014-2 within the limits of the KMC, under Jurisdiction of Registrar Of Assurances, Kolkata-700006, in the state of West Bengal, and butted and bounded in the manner following that is to say :-

On	the	: By	
North			_____;
On the East		: By	_____;
On	the	: By	_____;
South			_____;
			and
On the West		: By	_____.

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

SCHEDULE I – DEVOLUTION OF TITLE OF THE OWNER IN RESPECT OF THE SAID PREMISES

- A. Premises No. 8/3, Kassey Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. XXV, Holding No. 320 together with the land admeasuring an area of 5 (Five) Cottahs more or less and another property was owned and possessed by **Atul Chander Ghosh, Abinash Chander Ghosh and Anil Chander Ghosh** all are the sons of Late Girish Chander Ghosh members of Hindu family who jointly worship in food and estate.
- B. By a registered Deed of Conveyance dated 18th January, 1901 said **Atul Chander Ghosh** sold, transferred and conveyed his said 1/3rd (one-third) share in Premises No. 8/3 Kassey Ghose's Lane (Presently known as

Kashi Ghose's Lane) in the town of Calcutta, Block No. XXV, Holding No. 320 admeasuring an area of 5 (Five) Cottahs more or less and another property unto and in favour of said **Abinash Chander Ghosh** which was duly registered in the office of the Sub-Registrar Calcutta, and recorded in Book No. I, Volume No. 11, Pages from 36 to 45, being Deed No. 104 for the year 1901.

- C. Therefore said **Abinash Chander Ghosh** became the owner of the $\frac{2}{3}$ rd portion of the property at Premises No. 8/3, Kasy Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. XXV, Holding No. 320 together with the land admeasuring an area of 5 (Five) Cottahs along with **Anil Chander Ghosh** who was the owner of the remaining $\frac{1}{3}$ rd portion of the said property. Thus **Abinash Chander Ghosh** and **Anil Chander Ghosh** became the owner of the abovementioned land in the following manner:

Property Location	Name Owner	Share owned in the property	Area Owned
Premises No. 8/3, Kashi Ghose Lane	Abinash Chander Ghosh	$\frac{2}{3}$ rd	3.33 Cottahs
	Anil Chander Ghosh	$\frac{1}{3}$ rd	1.67 Cottahs

- D. 1) **Chundy Dass Ghose**, 2) **Chandy Prosad Ghose** and 3) **Nava Krishna Ghose** were the owners of All That two storied message or dwelling house being Premises No. 8/1, Kasy Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. 25, Holding No.320 together with 5 (Five) Cottahs land.
- E. By a Deed of Conveyance dated 29th June 1904 said 1) **Chundy Dass Ghose**, 2) **Chandy Prosad Ghose** and 3) **Nava Krishna Ghose** sold, transferred and conveyed All That two storied message or dwelling house at Premises No. 8/1, Kasy Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. 25, Holding No.320 together with 5 (Five) Cottah more or less land, to said **Abinash Chander Ghosh** which was duly registered with the office of the Sub-Registrar Calcutta, and recorded in Book No. I, Volume No. 21, Pages from 186 to 195 being Deed No. 1116 for the year 1904.
- F. Thereafter **Abinash Chander Ghosh** became the owner of the Property at 8/1, Kasy Ghose's Lane and 8/3, Kasy Ghose's Lane in the following manner:

Property Location	Name Owner	Area Owned
Premises No. 8/1, Kashi Ghose Lane	Abinash Chander Ghosh	5 Cottahs
Premises No. 8/3, Kashi Ghose Lane		3.33 Cottahs

- G. That while possessing and enjoying his share of the aforesaid property said **Anil Chander Ghosh** died bachelor and intestate leaving behind him, his two brothers namely **Atul Chander Ghosh** and **Abinash Chander Ghosh** among whom his 1/3rd share of the property was shared equally. Thus, **Atul Chander Ghosh** and **Abinash Chander Ghosh** became the owner of the abovementioned land in the following manner, as per the Legal Heirship declaration of Smt. Moumita Basu and Smt. Sulagna Basu dated 26th February, 2020 and 25th February, 2020 respectively :

Sl. No.	Property Location	Area	Atul Chander Ghosh Share	Abinash Chander Ghosh Share
1.	Premises No. 8/3, Kashi Ghose Lane	1.67 Cottahs	0.835 Cottahs	0.835 Cottahs

- H. Thereafter by virtue of the aforesaid inheritance and purchase said Abinash Chandra Ghosh and Atul Chander Ghosh became the owner of the aforesaid properties in the manner as stated herein below:

Property Location	Name Owner	Area Owned
Premises No. 8/1, Kashi Ghose Lane	Abinash Chander Ghosh	5 Cottahs
Premises No. 8/3, Kashi Ghose Lane		4.17 Cottahs
Premises No. 8/3, Kashi Ghose Lane	Atul Chander Ghosh	0.835 Cottahs

- I. While possessing and enjoying his aforesaid property **Abinash Chander Ghosh**, died intestate leaving behind his son namely **Hiran Kumar**

Ghosh and subsequently said **Hiran Kumar Ghosh** died intestate on 27.11.1963 leaving behind him, his wife namely **Smt. Hemnalini Dasi**, son namely **Ajit Kumar Ghosh** and daughter namely **Amla Chowdhury** as his legal heirs who inherited the said property left by said Hiran Kumar Ghosh.

- J. While possessing and enjoying her share in the aforesaid property said **Smt. Hemnalini Dasi** died intestate on 20.01.1975 leaving behind her son **Ajit Kumar Ghosh** and daughter **Amala Chowdhury** as her legal heirs who inherited the said property left by said Hemnalini Dasi.
- K. By a registered Deed of Partition dated 13th October, 1976 said **Ajit Kumar Ghosh** and **Amala Chowdhury** partitioned the aforesaid property along with several other properties which they inherited from their parents, which was duly registered in the office of the registrar of Assurance, Kolkata and recorded in Book No. I, Volume No. 170 Pages from 155 to 164 bearing Deed No. 3991 for the year 1976. Thereafter by virtue of the above mentioned Partitioned Deed being Deed No 3991 for the year 1976 said **Ajit Kumar Ghosh** became the absolute owner of the property lying and situated at Premises No. 8/3, Kashi Ghosh Lane and Premises No. 8/1, Kashi Ghosh Lane, Kolkata-700006.
- L. Thereafter by virtue of the above mentioned Partitioned Deed being Deed No 3991 for the year 1976 said **Ajit Kumar Ghosh** became the absolute owner of the property lying and situated at Premises No. 8/3, Kashi Ghosh Lane and Premises No. 8/1, Kashi Ghosh Lane, Kolkata-700006.
- M. While possessing and enjoying his share, **Ajit Kumar Ghosh** while possessing and enjoying the said property died intestate on 21.07.1985 leaving behind his wife **Anima Ghosh**, son **Sarit Kumar Ghosh** and daughter **Swati Dutta** as his legal heirs who inherited the said property left by said Ajit Kumar Ghosh.
- N. While possessing and enjoying her share of the aforesaid property said **Swati Dutta** died intestate on 04.12.1990 leaving behind her husband **Tusar Ranjan Dutta** and her daughter **Smt. Moumita Basu** who being the sole legal heir of said **Swati Dutta** inherited her share of property.
- O. While possessing and enjoying the aforesaid property said **Anima Ghosh** died intestate on 6th April, 1999 leaving behind her son **Sarit Kumar Ghosh** as her sole legal heirs and the share of her deceased daughter namely **Swati Dutta** was inherited by her granddaughter **Moumita Ghosh**, who inherited the said property left by said Anima Ghosh.

- P. While possessing and enjoying the aforesaid property said **Sarit Kumar Ghosh** and his wife ---- **Supriya Ghosh** died intestate on 03.03.2011 & 01.05.1992 leaving behind their only daughter **Smt. Sulagna Basu** as their sole legal heir.

Property Location	Name Owner	Share owned in the property	Area Owned
Premises Nos. 8/1, Kashi Ghose Lane and	Sulagna Ghosh	1/2	4.575 Chotta hs
8/3, Kashi Ghose Lane	Moumita Ghosh	1/2	4.575 Chotta hs

- Q. While possessing and enjoying the aforesaid property said **Smt. Sulagna Basu** and **Smt. Moumita Basu** mutated their names in the record of Kolkata Municipal Corporation in respect of Premises No. 8/3, Kashi Ghosh Lane under Assessee No.110261900142.
- R. By a registered General Power of Attorney executed on 21st September 2011 and registered on 26th September, 2011 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** jointly nominated, appointed and constituted **Sri Debabrata Baidya**, son of Late Nemai Charan Baidya as the constituted Attorney holder to act on their behalf with respect to 4 Cottahs, 7 Chittacks and 34 Sq.ft equivalent to 300 Sq.mt. more or less together with two storied structure standing thereon lying and situated at Premises being No. 8/3, Kashi Ghosh Lane, P.S Burtolla, Kolkata-700006, Ward No. 026 being Assessee No.110261900142 which was duly registered in the office of the registrar of Assurance-III, Kolkata and recorded in Book No. IV, Volume No. 8 Pages from 7651 to 7659 bearing Deed No.05663 for the year 2011.
- S. By a registered General Power of Attorney executed on 8th November 2012 and registered on 20th November, 2011 dated said **Smt. Sulagna Basu** and **Smt. Moumita Basu** jointly nominated, appointed and constituted **Sri Debabrata Baidya**, son of Late Nemai Charan Baidya as a constituted Attorney holder to act on their behalf with respect to 4 Cottahs 7 Chittacks and 34 Sq.ft equivalent to 300 Sq.mt. more or less together with two storied structure standing thereon lying and situated at premises being No.8/3, Kashi Ghosh Lane, and 5 Cottahs, 5 Chittacks and 3 Sq.ft more or less together with two storied structure standing thereon

property lying and situated at premises being No.8/1, Kashi Ghosh Lane, P.S Burtolla, Kolkata-700006, Ward No 026 being Assessee no.110261900142 which was duly registered in the office of the registrar of Assurance-III, Kolkata and recorded in Book No. IV, Volume No. 10 Pages from 6921 to 6931 bearing Deed No.06763for the year 2012.

- T. By a Deed of Boundary Declaration dated 9th February, 2013 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** represented by their constituted attorney **Sri Debabrata Baidya** declares the boundary of all the piece and parcel of the land admeasuring an area of 4 Cottahs 7 Chittaks and 16 Sq.Ft equivalent to 298.313 Sq. Meter of premises no. 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 6 Pages from 4391 to 4398 bearing Deed No. 1562 for the year 2013.
- U. By a Deed of Gift dated 18th March 2013 said **Mr. Debabrata Baidya** constituted attorney of **Smt. Sulagna Basu** and **Smt. Moumita Basu** gifted, transferred and conveyed a portion of land admeasuring an area of 256 Sq.ft corresponding to 23.806 Sq. Meter out of 4 Cottahs 7 Chittaks and 16 Sq. Ft equivalent to 298.313 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) to **Kolkata Municipal Corporation** ,which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 11 Pages from 1202 to 1211 bearing Deed No. 03640 for the year 2013.
- V. By a Deed of Gift dated 18th March 2013 said **Sri Debabrata Baidya** constituted attorney of **Smt. Sulagna Basu** and **Smt. Moumita Basu** gifted a portion of land admeasuring an area of 521 Sq.ft corresponding to 48.367 Sq. Meter out of 5 Cottahs 5 Chittaks and 3 Sq.Ft equivalent to 355.630 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) to **Kolkata Municipal Corporation** which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 11 Pages from 1268 to 1276 bearing Deed No. 03639 for the year 2013.
- W. By a Deed of Boundary Declaration dated 18th March 2013 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** represented by their constituted attorney Sri Debabrata Baidya declares the boundary of all the piece and parcel of the land admeasuring an area of 5 Cottahs 5 Chittaks and 3 Sq.Ft equivalent to 355.630 Sq. Meter equivalent to 298.313 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No.11 Pages from 1277 to 1284 bearing Deed No. 03641 for the year 2013.
- X. By a Deed of Boundary Declaration dated 18th February 2016 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** through their constituted attorney Sri Debabrata Baidya declares the boundary of all the piece and parcel of the land admeasuring an area of 9 Cottahs 12 Chittaks and 18 Sq.Ft equivalent to 653.92 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I,

Volume No.1902-2016 Pages from 23091 to 23108 bearing Deed No. 0778 for the year 2016.

- Y. By a Deed of Gift dated 6th June 2017 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** represented by their constituted attorney **Sri Debabrata Baidya** gifted, transferred and conveyed a portion of land admeasuring an area of 5.639 Sq. Meter out of 9 Cottahs 12 Chittaks and 18 Sq.Ft equivalent to 653.92 Sq. Meter of premises no. 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) to **Kolkata Municipal Corporation** which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 1902-2017 Pages from 54424 to 54440 bearing Deed No. 01672 for the year 2017.
- Z. Thereafter, said Smt. Sulagna Basu and Smt. Moumita Basu applied for amalgamation of Premises No. 8/1, Kashi Ghosh Lane and Premises No. 8/3, Kashi Ghosh Lane under Kolkata Municipal corporation and subsequently on 28.10.2015 the said amalgamation being case No. M/026/31-Jul-16 was approved by DAC –North and after amalgamation the said premises was renumbered as Premises No. 8/3, Kashi Ghosh Lane, Police station- Burtolla, Post Office- Beadon Street, ward no.26; being Assesses No.11-026-19-0014-2 within the limit of Kolkata Municipal Corporation; Under jurisdiction of registrar of assurances, Kolkata-700006,in the State of West Bengal; India
- AA. While possessing and enjoying the aforesaid property on 28th August 2018 said Smt. Sulagna Basu and Smt. Moumita Basu through their constituted attorney **Mr. Debabrata Baidya** applied for the sanction plan for an area of 09 Cottah 12 Chittack 18 Sq. ft. before the Kolkata Municipal Corporation for constructing a G+4-storied building on the aforesaid property and subsequently the same was approved being building Permit No .2018040014 and the same is valid till 27th August 2023.
- BB. The owners had a desire for developing the said property and constructing a G+4-storied building, therefore a Development Agreement dated 16th January, 2019 was executed by and between **Smt. Sulagna Basu, Smt. Moumita Basu** and **M/S Fine Construction** duly represented by its partner namely **Mr. Shahnawaz Alam** for developing all the piece or parcel of land admeasuring an area of 9 (Nine) Cottahas 15 (Fifteen) Chittacks and 34 (Thirty Four) Sq.ft more or less equivalent to 16.47 decimal together with a two storied structure standing thereon, situated at premises No. 8/3, Kashi Ghosh lane, Police station- Burtolla, Post Office- Beadon Street, ward no.26; being Assesses No.11-026-19-0014-2 within the limit of Kolkata Municipal Corporation; Under jurisdiction of registrar of assurances, Kolkata-700006,in the State of West Bengal; India, which was registered in the office of the Additional Registrar of Assurances –II , Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 5904 to 5950 bearing Deed No. 0127 for the year 2019.
- CC. By a registered Deed of Revocation of General Power of Attorney executed on 16th January, 2019 and subsequently registered on 29th

January, 2019 said **Smt. Sulagna Basu, Smt. Moumita Basu** canceled all the powers and authorities given **Mr. Debabrata Baidya** which was delegated to him by the above named executants by a General Power of Attorney dated 20th November 2012 being Deed No. 06763 for the year 2012, which was registered in the office of the Additional Registrar of Assurances –II , and recorded in Book No. IV, Volume No. 1903-2019, Pages from 21339 to 21357 bearing Deed No. 0366 for the year 2019.

- DD. By a registered Development Power of Attorney dated 16th January, 2019 said **Smt. Sulagna Basu**, wife of Mr. Supratik Basu and **Smt. Moumita Basu** nominated, constituted and appointed **Mr. Shahnawaz Alam** as a constituted Attorney holder to act on their behalf with respect to 4 Cottahs 7 Chittacks and 34 Sq.ft equivalent to 300 Sq.mt. more or less together with two storied structure standing thereon lying and situated at premises being No.8/3, Kashi Ghosh Lane, and 5 Cottahs, 5 Chittacks and 3 Sq.ft more or less together with two storied structure standing thereon property lying and situated at premises being No.8/1, Kashi Ghosh Lane, P.S Burtolla, Kolkata-700006, Ward No 026 being Assessee no.110261900142, which was registered in the office of the Additional Registrar of Assurances –III , and recorded in Book No. IV, Volume No. 1903-2019, Pages from 21358 to 21384 bearing Deed No. 0367 for the year 2019.
- EE. On 25th February 2020 said Sulagana Basu wife of Mr. Supratik Basu declare and affirm herself before the First Class Metropolitan Magistrate Court at Kolkata to be the sole legal Heir of Late Sarit Kumar Basu.
- FF. On 26th February 2020 said Moumita Basu wife of Mr. Niladri Basu declare and affirm herself before the First Class Metropolitan Magistrate Court at Kolkata to be the sole legal Heir of late Swati Dutta.
- GG. While possessing and enjoying the aforesaid property said Sulagna Basu and Moumita Basu paid property tax before the Kolkata Municipal Corporation.

SCHEDULE J – ALLOTTEE’ COVENANTS & HOUSE RULES

1. The Allottee have agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Flat for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;

- d) use and occupy the said Flat only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Said Premises or on any portion thereof;
- e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Flat and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Said Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other flats and parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Building or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee undertake to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. _____/- per square feet of the super built up area of the said Flat Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottee;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Flat of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the Electric Supply Agency in the name of the Allottee and until the same be

obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Flat and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;

- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Said Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation)
- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Said Premises proportionately and the said Flat Unit wholly and the same shall initially be payable to the Maintenance Agency;
- m) pay Municipal and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Said Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the KMC;
- n) pay for other utilities consumed in or relating to the said Flat Unit;
- o) allow the other Unit Owners the right to easements and/or quasi-easements;
- p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Sellers, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the

Allottee in terms of this Agreement;

- r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
- s) no Bird or animal shall be kept or harboured in the Common Areas of the Said Premises. In no event shall unaccompanied dogs and other pets be permitted inside the lifts or in any of the Common Areas of the Said Premises.

2. the Allottee have agreed and covenanted:

- a) not to damage, demolish or cause to be damaged or demolished the said Flat or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Flat;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus (including Dish TV or DTH or other Antenna) protruding outside the exterior of the said Flat or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Flat or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee undertake to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. _____ -/- per square feet of the super built up area of the said Flat Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottee;

- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Building or the Said Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Said Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Flat Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Said Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee undertake to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. _____/- per square feet of the super built up area of the said Flat Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottee;
- k) not to deposit or throw or permit to be deposited or thrown any

garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Said Premises and to deposit the same in such place only in the Said Premises and at such time and in such manner as the Maintenance Agency may direct;

- l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;
- m) not to store in the said Flat Unit or any part of the Said Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Said Premises or any part thereof and/or the Said Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;
- o) not to claim any right over and/or in respect of the roofs of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Said Premises or in any other open or covered spaces of the Building and the Said Premises reserved or intended to be reserved by the Promoter/Owners for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by them and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;
- p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion of the Building and/or

the Flats therein by the Promoter and/or the transfer, sale or disposal of any Unit or portion of the Building and/or any right therein at any time, whether before or after the Date of Possession and/or delivery of possession of the said Flat Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Flat Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

- r) not to object, obstruct or create any hindrance to the Promoter making additional/further constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s) not to shift or obstruct any windows or lights in the said Flat or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Promoter and/or the Association;
- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Flat;
- u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- v) not hang or cause to be hung clothes from the balconies of the Said Flat;
- w) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;
- x) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottee hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium-sized motor car;
- y) not to use the said Flat Unit for any purpose save and except for residential purpose and not to use the said Flat Unit for any commercial, business or professional purpose including without

limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;

- z) not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior written permission from the KMC and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. _____/- per square feet of the super built up area of the said Flat Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottee;
- aa) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- bb) not to make any claim of any nature whatsoever in respect of the Premises other than the said Flat Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;
- cc) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Said Premises;
- dd) not to make claim of any right of pre-emption or otherwise regarding any of the other flats or any portion of the Building and/or the Said Premises;
- ee) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the Window type air-conditioner and/or Outdoor Unit of Split air-conditioner and at no point of time to change the position, cabling, vents and/or

arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association;

- ff) not to install any external wires or cables that may be visible outside the said Flat;
- gg) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- hh) not to install any false ceiling in the said Flat without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
- ii) not to subdivide the said Flat Unit and/or the said Parking Space, if allotted, or any portion thereof;
- jj) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Said Premises not forming part of the Common Areas;
- kk) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Exclusive Open Terraces in the Building and the Said Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule A**;
- ll) not to claim any right, title, interest or entitlement whatsoever in the Private Roof Area;
- mm) not to interfere in any manner with the Private Roof Area Rights of the Promoter and/or its transferees (along with their guests and visitors) in respect of Private Roof Area including the transfer of such rights and entitlements and/or do anything that may be contrary to Clause 10.6;
- nn) not to carry on or permit to be carried on at the said Flat Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Flat Owners/occupiers of the Said Premises and/or the neighbourhood;
- oo) not to use the said Flat Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity

which could subject the Sellers to any liability under environmental laws or any other laws;

- pp) not to interfere in any manner with the right, title, interest or entitlement of the Sellers and/or their transferees in respect of other Flat Units;
 - qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement; and
 - rr) not to change the Project name and its logo under any circumstances whatsoever;
3. The Allottee agree, undertake and covenant not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Project or the Said Premises or concerning the development, construction or completion of the Building and the Said Premises by the Owner and the Promoter including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Flat Unit or any portion of the Building and/or the Said Premises.
 4. The Allottee have agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Flat Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.
 5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Said Premises, the Building and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owners or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Flat Unit and proportionately in respect of the Said Premises and the Building, without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Owners (either express or implied) and the Allottee shall be responsible to the Sellers for fulfilment of the Allottee' obligations irrespective of non-compliance by any other Unit Owner.
7. The Allottee shall be responsible for and shall keep the Sellers and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Said Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Sellers and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Sellers and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee' covenants and/or any of the terms herein contained.
8. The transaction contemplated herein is a single transaction of sale and purchase of the said Flat Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Sellers is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax , Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Flat contemplated hereby, the Allottee shall be liable to and have agreed to make payment of the same at or before taking possession of the said Flat Unit or the execution of the Deed of Conveyance, whichever is earlier.
9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

SCHEDULE K - COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Said Premises, including the exterior or interior (but not inside any Unit) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Said Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Said Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Said Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ ASSOCIATION

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Completion Certificate or the Date of Possession, whichever is earlier, shall be payable on a monthly basis on the basis of the bills to be raised by Promoter/Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. _____/- per square feet of super built-up area per month for the said Flat for the first one year together with applicable Goods and Service Tax.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest @ _____% (_____ per cent) per month or part thereof (compoundable quarterly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admit and accept that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee (including Joint Purchaser)

(1) Signature

Name_____

Address_____

Please affix
Photographs
and sign
across the
photograph

(2) Signature

Name_____

Address_____

Please affix
Photographs
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature

Name_____

Address_____

Please affix
Photographs
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

Signature

Name_____

Address_____

Please affix
Photographs
and sign across
the photograph

At _____ on _____ in the presence of :

WITNESSES:

(1) Signature

Name_____

Address_____

(2) Signature

Name_____

Address_____

Drafted by: