

AGREEMENT FOR SALE WITHOUT POSSESSION

THIS AGREEMENT FOR SALE WITHOUT POSSESSION made
this day of Two Thousand Twenty (2020):

BETWEEN

M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata – 700150, District – South 24 Parganas, authorized vide board resolution dated 10/06/2020 hereinafter referred to as **“LAND OWNER/“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

AND

(1) **(PAN-, Aadhaar No.)**, son of, by faith- Hindu, by nationality- Indian, by occupation- Service and **(2)** **(PAN-, Aadhaar No.)**, wife of S....., by faith- Hindu, by nationality- Indian, by occupation-

....., both are residing at, hereinafter called and referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS:

1. **LAND OWNER / DEVELOPER** shall mean **SKYLINE BSDS CONSTRUCT PVT. LTD. (PAN- AAQCS6468M)**, a Private Limited Company incorporated under the Companies Act, 1958, having its registered office at 633, Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075,

2. **PURCHASERS** shall mean **(1)** **(PAN-, Aadhaar No.)**, son of, by faith- Hindu, by nationality- Indian, by occupation- Service and **(2)** **(PAN-, Aadhaar No.)**, wife of S....., by faith- Hindu, by nationality- Indian, by occupation-, both are residing at, including their heirs, executors, administrators, legal representatives and assigns.

3. **LAND** shall mean **ALL THAT** piece and parcel of bastu land

measuring 5 Cottahs 1.5 Chittacks in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No.1677, R.S. Dag No. 88 now L.R. Dag No.190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, District – South 24 Parganas, West Bengal, which is more particularly described in the SCHEDULE “A” of this Agreement and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

4. **BUILDING** shall mean the multi storied building which the Developer has been constructing on the said Premises as per plan sanctioned by the Rajpur- Sonarpur Municipality.

5. (a). **FLAT/UNITS** shall mean the flats and/or other spaces in the said building intended to be and/or capable of being exclusively occupied but shall not include any vehicles parking space cars, two wheeler and three wheelers) unless specified separately.

5.(b) **THE SAID FLAT/UNIT** shall mean the flat and/or other space and all fittings and fixtures as detailed in Second Schedule herein and the Purchaser's proportionate undivided share in the Land and the common areas/portions of the Premises as set out in the Third Schedule hereinafter written.

6. **PARKING SPACE** shall mean open or covered space reserved in the land for parking of medium size motorcars or mechanized two wheelers and three wheelers if so mentioned.

7. **ARCHITECT** shall mean such person /firm/ Company whom the Developer may appoint from time to time as the Architect for the said building.

8. **THE PLAN** shall mean the plan, elevation, design, drawings, specifications of the said building as prepared by the Architect and as sanctioned by the Rajpur- Sonarpur Municipality vide Sanction Plan No. CB/08/28 dated 09.06.2020.

9. **CO-HOLDERS** shall according to its context, mean all persons who have agreed to hold flats, Flat/Units in the said building including the Developer for the Flat/Units not transferred or agreed to be transferred.

10. **COMMON PORTIONS** shall mean all common areas driveways erection, constructions and installations, comprise in the 'Building¹ mentioned in the Third Schedule herein and expressed or intended by the Land owner / Developer Developer for the common use and enjoyment of the Co-holders.

11. **COVERED AREA** shall according to its context mean the plinth area of the said Flat/Unit or all the Flat/Units in the building including the bath room and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT if any wall be common between the two flats/Flat/Units, then half of the area under such wall shall be include in each such Flat/Unit and also including a proportionate share of the area of the common areas of the building.

12. **ASSOCIATION** shall mean the association by and of the holders of flats/Flat/Units of the building, Land owner / Developer by the Owner to be formed under relevant law of the land for common purposes.

WHEREAS one Durgadas Mukherjee purchased a plot of land measuring 5 Cottahs 1.5 Chittacks in Mouza - Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187, R.S. Dag No. 88, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, District – South 24 Parganas by virtue of a Deed of Conveyance dated 05.12.1975 registered before S.R. Sonarpur, South 24 Parganas and recorded in Book No.I, Volume No. 69, pages 3 to 6, being No. 4776 for the year 1975 purchased from Ashrampraktan Chhatra Sangha, Narendrapur, South 24 Parganas.

AND WHEREAS said Durgadas Mukherjee mutated his name in J.L. & L.R.O. & in Rajpur Sonarpur Municipality.

AND WHEREAS said Durgadas Mukherjee died intestate on 17.03.2001 leaving behind his wife Baruna Mukherjee, one unmarried daughter Sanghamitra Mukherjee and one son namely

Sugato Mukhopadhyay as his legal heirs and successors.

AND WHEREAS said Baruna Mukherjee died intestate on 08.08.2011 leaving behind her one unmarried daughter Sanghamitra Mukherjee and one son namely Sugato Mukhopadhyay as her legal heirs and successors.

AND WHEREAS said Sanghamitra Mukherjee died intestate on 08.11.2017 leaving behind her only brother Sugato Mukhopadhyay, as her legal heir and successor.

AND WHEREAS the said Sugato Mukhopadhyay herein mutated his name in Rajpur Sonarpur Municipality being Holding No. 667, R.K. Pally and seized and possessed the same free from all rates and taxes regularly to the concerned authorities.

AND WHEREAS by a Deed of Conveyance dated 16th day of December, 2019 said Sugato Mukhopadhyay sold, transferred and conveyed **ALL THAT** piece and parcel of bastu land measuring 5 Cottahs 1.5 Chittacks along with one RTS structure measuring 100 sq.ft. more or less, standing thereon in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No. 212, R.S. Dag No. 88 now L.R. Dag No. 190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, District – South 24 Parganas unto and in favour of **SKYLINE BSDS CONSTRUCT PVT. LTD.**, the Land owner / Developer herein. The said Deed of Conveyance has been duly registered before D.S.R.-IV, Alipore, South 24 Parganas and recorded in Book No.I, Volume No. 1604-2019, pages 256783 to 256812, being No. 160406972 for the year 2019.

AND WHEREAS the Land owner / Developer herein mutated its name in Rajpur Sonarpur Municipality being Holding No. 667, R.K. Pally and also in B.L. & L.R.O. being L.R. Khatian No. 1677, L.R. Dag No. 190 and seized and possessed the same free from all rates

and taxes regularly to the concerned authorities.

AND WHEREAS the FIRST PARTY hereinbefore mentioned is the absolute Land owner and in physical possession of **ALL THAT** piece or parcel of bastu land measuring more or less 5 Cottahs 1.5 Chittacks in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana-Medanmalla, R.S. Khatian No.187 now L.R. Khatian No.1677, R.S. Dag No. 88 now L.R. Dag No.190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, District – South 24 Parganas, West Bengal, which is more particularly described in the **SCHEDULE “A”** of this Agreement and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

AND WHEREAS the Land owner/ Developer herein have prepared a Building plan for the said property and submitted the same to the Rajpur - Sonarpur Municipality for sanction and the Rajpur- Sonarpur Municipality accorded its sanction Plan No. CB/08/28 dated 09.06.2020.

AND WHEREAS the Purchasers is desirous of owning One Flat being No., on the side of the Floor measuring Super Built - up area of sq. ft. (carpet area sq.ft. and built up area sq.ft.) along withSft. Car Parking Space No. .., in the Ground Floor in the said premises fully described in Second Schedule as mentioned and described hereunder written and herein after referred to as the said Unit.

AND WHEREAS being approached by the Purchasers the Land owner / Developer herein have agreed to sell and the Purchasers have agreed to purchase the said Unit along with undivided proportionate share in the said land fully described in Second Schedule herewith along with the proportionate undivided share in common areas as detailed in the Third Schedule hereunder written within 30 months from execution of this Agreement on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1) The **Purchasers** confirm to have inspected and examined the title in respect of the land and has fully satisfied with the title of the land owner from all encumbrances and agrees and covenants not to raise any objection thereto in future.

2) The **Purchasers** have also inspected and satisfied the various agreement hereinbefore referred to and the building plan duly sanctioned by the Municipal authority in respect of the building now being constructed on the said property and also satisfied and convinced with the right of the Land owner / Developer to enter into Agreement for construction of the sale of Flat together with proportionate share in land and agrees not to raise any objection thereto in future.

3) The Land owner / Developer hereby agreed to sale and transfer or cause to be sold and transferred in favour of the Purchasers and the Purchaser hereby agree to purchase that entire unit together with undivided share and interest in the said property. The Land owner / Developer hereby agrees and undertakes to execute or cause to be executed the Deed of Conveyance in favour of the Purchasers of the said Flat No. ..., on the side of the Second Floor measuring Super Built - up area of ... sq. ft. (carpet area sq.ft. and built up area sq.ft.) along withSft. Car Parking Space No. ..., in the Ground Floor in said building with undivided proportionate share in land attributable thereto as described and defined in the Second Schedule hereunder written.

4) The **Purchasers** shall not have any right, title or demand whatsoever or howsoever and in respect of the other parts or portion of the said building of the said property save and except right in respect of the common passage, and areas common parts, common amenities and staircase, lobbies landing spaces of the land in common with other **Purchasers** of different flats as defied and described in the Third Schedule hereunder written.

5) The Land owner / Developer shall have the exclusive right of ownership possession use, enjoyment and to sale and to deal with the flat of the said building.

6) The **Purchasers** shall not keep transfer mortgage assign or in any way alienated or encumber the benefits of the Agreement without prior consent in writing of the developer.

7) In consideration of the developer having agreed to construct and build the said flat, common areas and facilities. The Purchasers shall pay to the Land owner / Developer total sum of **Rs...../-** (Rupees) only including GST by the following installments for the above mentioned flat:-

SL	PAYMENT DESCRIPTION	Flat Amt.
A	AT THE TIME OF AGREEMENT	10%
B	1 st FLOOR CASTING	20%
C	3 rd FLOOR CASTING	20%
D	4 th LOOR CASTING	10%
E	BRICKWORK & PLASTER	20%
G	INSIDE FINISHING	15%
H	AT THE TIME OF POSSESSION	5%

The Land owner / Developer shall not hold responsible for non sanction of loan or delay of sanction and/or payment of loan to the Purchasers and no extra allowance of time shall be granted to the loan applicant.

8) Time for payment of the said amount shall be essence of the contract.

9) If the **Purchasers** at any time wants to withdraw or cancel the Booking the money so deposited or paid by him will be refunded without interest but after deduction of 20% of paid up money as and by way of

liquidated damages and the refund shall be made after 90 days after the date of finalization of account or repayment with the **Purchasers** with due notice.

10) Nothing contained herein shall be construct at present demise and transfer by the Land owner / Developer in favour of the **Purchasers** nor this Agreement shall be construct to be a transaction in the nature of part performance the meaning of Sec. 53A of Transfer of property Act and such demise or transfer shall take effect only on full and final of total consideration agreed to be paid by the **Purchasers** to the Developer as specified in Second Schedule.

11) The Land owner / Developer shall construct the said building with standard materials.

12) That the Purchasers shall pay the expenses incurred towards obtaining the electric meter for their Flat and also the taxes and maintenance proportionately with other purchaser of the flat in the construction for common purpose.

13) That the purchasers shall have to pay bear the entire cost and other legal charges for the registration of the said flat in due time to be calculated on super built up area.

14) That the purchasers share in the land shall always be undivided and they shall not give any specific exclusive right in the land of the common area and facilities as per West Bengal Apartment Ownership Act and the undivided share and interest of the demised land hereby agreed to be said will be held by the Purchasers with heritable and transferable rights along with Flat and being constructed for them subject however to the terms and conditions to be incorporated in the Deed of Declaration as per aforesaid Act.

15) That the said flat & proportionate land said herein more fully contained the purchasers shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with their co-purchasers.

16) The mode of payment shall depend upon the measurement of the said which shall be calculated as per total covered area plus proportionate stair lobby (plus 25% super built up area) and such 25% super built up area is being calculated as because the Purchasers shall enjoy the common rights in Lift, in the said building/ project to be made at the cost of the Land owner / Developer.

17) That after delivery of the proposed flat to the Purchasers, by the Land owner / Developer, the Purchasers shall bear the common expenses such as taxes, building maintenance of the building etc., Proportionately with other Co-owners of the building @ Rs.1.50/- per Sq.ft., to the Land owner / Developer till the formation of the Ownership Association. The Land owner / Developer will collect maintenance for the first year & execute the maintenance for that period.

18) From the date of possession the Purchasers have to pay electric charges consumed by them on the basis of per unit commercial rate of Govt. till the personal meter arrives.

19) At the time of possession every fittings and flat is to be thoroughly checked by the consumer since after possession if any fittings is broken or any plumbing damage is found the Land owner / Developer will not attend such complaints else any civil or major fault is visible.

20) Outside grill is a part of elevation and hence if any purchasers wishes to put any grill then he should do it through Vendor only to keep it symmetric with others and nobody is allowed to put of box grille without being mutually discussed and if it does not have any effect on the elevation. The colour of grill should also be symmetric.

21) If any Purchasers damage the outside plaster or colour during their own work then they should take initiative to repair the same.

22) That the Purchaser shall have to pay the maintenance of the building and also the maintenance of the lift monthly. In no circumstances the Purchase: shall not change by addition for alteration of the construction of the building from the date of possession thereof.

23) The **Purchasers** shall pay the legal charges and other expenses to Advocate of the Land owner / Developer for the purpose of preparing the deed to effect and the said flat with undivided share of the said property in favour of the **Purchasers**.

24) The Purchasers shall regularly and punctually make payment of such sum towards maintenance charges and other outgoings as mentioned in aforesaid schedule hereunder written which may all the flats in the said Building.

25) So long as such flat in the said building shall not be separately assessed for the purpose of municipal Taxes maintenance charges water and electricity charges and the Purchaser shall pay proportionate share of said tax maintenance charges and municipal Taxes and taxes, assessed and payable on the whole building including the charges for electricity and water. Such proportionate share shall be determined by the Developer on the basis of the area of such flat in the said Building.

26) In the event of any default on the part of Purchasers in making payment of the said maintenance charges and/or other outgoings and taxes than in addition to such rights the Land owner / developer may have against the Purchaser the Land owner / Developer shall be entitled to claim interest at the rate of 18% per annum on all outgoings.

27) The Purchasers shall not store in the said residential flat any hazardous or burning substances and articles which are too heavy to affect the construction work of this structure of the said Building.

28) The Purchasers shall not decorate the exterior or said Building otherwise than in a manner agreed by the Land owner / Developer or in a manner as may be in which it was previously decorated.

29) The Purchasers shall use the said residential flat only for the purpose of residential and for no other purpose whatsoever without consent in writing of the Land owner / Developer being expressly understood and agreed that the Purchaser shall not use the said flat as a Boarding House Guest Room, Nursing Home, Dispensary or for any

commercial or industrial purposes or for the purpose of whatsoever other than for residence.

30) The Purchasers shall have to pay proportionate share in respect of electric meter used as common to the Land owner / Developer to supply of electricity to his flat and for electricity used in common areas and the Purchaser shall arrange to get his individual electric meter in his own flat. The owner shall pay security deposit to the authority for installation of electric meter for new connection or may provide in his own discretion for electric connection.

31) The Purchasers shall observe and perform all rules and regulations or restrictions from time to time in force for the proper use and management of the said building.

32) The Land owner / Developer and the Purchasers has entered into this Agreement purely on principle to principle basis and nothing stated herein shall deemed to have constituted any partnership between the purchase and the Land owner / Developer. Each party shall keep the other duly indemnified from and against the same.

33) This Agreement containing the entire Agreement of the parties and no oral representation or statement shall be considered valid and binding either of the parties.

34) All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration of learned Advocate under the provisions of Arbitration & Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force and award given by the Arbitrator shall be binding final, conclusive of the parties hereto.

35) The Land owner / Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Flat to the Allottee and the common areas to the Association of allottees or the

competent authority, as the case may be.

36) **Schedule for possession of the said [Flat]** – The Land owner / Developer agrees and understands that timely delivery of possession of the Flat to the Purchasers/Allottee and the common areas to the Association of Purchasers/allottees or the competent authority, as the case may be, is the essence of the Agreement. The Land owner / Developer assures to handover possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within 30months unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Purchasers/ Allottee agrees that the Land owner / Developer, shall be entitled to the extension of time for delivery of possession of the Flat.

37) **Procedure for taking possession-** The Land owner / Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat to the Purchasers/Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Purchasers/Allottee shall be carried out by the Land owner / Developer within three months from the date of issue of occupancy certificate]. The Land owner / Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Land owner / Developer / Association of Purchasers/Allottees, as the case may be, after the issuance of completion certificate for the Project. The Land owner / Developer shall handover the occupancy certificate of the Apartment/

Plot, as the case may be, to the Allottee at the time of conveyance of the same.

38) Failure of Purchasers /Allottee to take possession of [Flat]- Upon receiving a written intimation from the Land owner / Developer as per Para 38 above, the Allottee(s) shall take possession of the Flat from the Land owner / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Land owner / Developer shall give possession of the Flat to the Purchasers/Allottee(s). In case the Purchasers/Allottee(s) fails to take possession within the time provided as per Para 38 above, such Purchasers/Allottee shall continue to be liable to pay maintenance charges as specified under Para 38 above.

39) Possession by the Purchasers/Allottee- After obtaining the occupancy certificate and handing over physical possession of the Flat to the Purchasers/Allottee, it shall be the responsibility of the Land owner / Developer to handover the necessary documents and plan, including common areas to the Association of purchasers/allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Land owner / Developer shall handover the necessary documents and plans, including common areas, to the Association of purchasers/allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

40) In case the Purchasers/Allottee(s) fails to make payments for two consecutive demands made by the Land owner / Developer as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchasers/Allottee(s) shall be liable to pay interest to the Land owner / Developer on the unpaid amount at the rate prescribed in the Rules.

41) In case of default by Purchasers/ Aloootee under the conditions listed above continues for a period beyond two consecutive step after

notice from the Land owner / Developer in this regard, the Land owner / Developer may cancel the allotment of the [Flat] in favour of the Purchasers/Allottee(s) and refund the money paid to him by the Purchasers/Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :Provided that the Land owner / Developer shall intimate the Purchasers/Allottee about such termination at least thirty days prior to such termination.

42) MAINTENANCE OF THE SAID FLAT:

The Land owner / Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of purchasers/allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Flat.

43) DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Land owner / Developer as per this Agreement relating to such development is brought to the notice of the Land owner / Developer within a period of one years by the purchasers/allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Land owner / Developer failure to rectify such defects within such time, the aggrieved Purchasers/Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

44) RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Land owner / Developer / maintenance agency/Association of purchasers/allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to

permit the Association of purchasers/allottees and/or maintenance agency to enter into the Flat or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

45) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

46) LAND OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Land owner / Developer executes this Agreement he 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 for charge shall not affect the right and interest of the Purchasers/Allottee(s) who has taken or agreed to take such Flat.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of bastu land measuring more or less 5 Cottahs 1.5 Chittacks in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No.1677, R.S. Dag No. 88 now L.R. Dag No.190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, District – South 24 Parganas, West Bengal, the said land is butted and & bounded by :-

ON THE NORTH : Scheme Plot No. 399, Ramkrishna Pally.

ON THE SOUTH : 25' feet wide Road.

ON THE EAST : Scheme Plot No. 391, Ramkrishna Pally.

ON THE WEST : Scheme Plot No. 393, Ramkrishna Pally.

THE SECOND SCHEDULE ABOVE REFERRED TO

(FLAT)

ALL THAT Flat No. ..., on the side of the Floor measuring

Super Built - up area of sq. ft. (carpet area sq.ft. and built up area sq.ft.) consisting of 2 Bed Rooms, 1 living cum dining drawing, 1 Kitchen, 1 Toilet, 1 W.C. and 2 balcony of the newly constructed building namely “**UDBODHAN APARTMENT**” together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits of the Rajpur Sonarpur Municipality Holding No. 667, Mission Pally Road, Ward No.08 known as Scheme Plot No. 392, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur, Kolkata 700150 in the District of South 24 Parganas, West Bengal, with enjoyment of common rights, benefits facilities and easement attributable to the flat.

(CAR PARKING)

ALL THAT Open Car Parking Space No. .., on the **Ground Floor** having a super built up area of sq. ft. more or less of the newly constructed building together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits of the Rajpur Sonarpur Municipality Holding **No.667**, Ward No.08 known as Scheme Plot No. 392, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur, Kolkata 700150 in the District of South 24 Parganas, with enjoyment of common rights, benefits facilities and easement attributable to the car parking space.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREAS)

1. Staircase on all floors, staircase landing on all floors, lift & Lift well.
2. Common passage from the main road to the Building.
3. Water pump, water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual

facilities/amenities.

7. Electrical Power Transformer.
8. Roof, security room, security toilet and meter room.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.
2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

SPECIFICATION

BUILDING:

G + 4 storied building.

STRUCTURE:

R.C.C. framed structure (by CONCASTMAXX Steel, except only of 20mm size steel by Durgapur steel, if it is not available at our dealer) with brick walls and cement plaster finish.

FLOORING:

At least 24 inches X 24 inches quality vitrified tiles of the in the Owner's allocated areas.

TOILET:

Marble cut size in floor and at least 8" X 6" best quality ceramic glazed tiles on walls upto 6 ½ feet high of the choice of OWNER. Wash Basin, European type wall hanging commode will be of Essco or better. Soap trays, water mixers, taps, bath shower mixers, etc will be of best quality (Jaquar or better). There will be plumbing and electrical installation and wiring for geysers.

KITCHEN:

White Glazed tiles upto a height 3 with granite table top and stainless steel sink of the. Electrical wiring for exhaust fan, electrical chimney, and electrical appliances shall be provided.

DOORS:

Flush wooden shutters with wooden frame painted with two coats wood primer and two coats of paint with brass tower bolts on the inside, brass L-drops in the outside and Godrej make Mortise locks For the main entrance doors TATA PRAVES readymade doors with locks shall be fitted.

WINDOWS:

Aluminum sliding windows with powder coated fitting white glass.

ELECTRICAL:

Concealed copper wiring with A-1 quality switches and plug sockets

with necessary light and. points but without light fittings and fan (with telephone and cable point). Electrical Provisions with starter breakers shall be made for ACs in the Bed rooms.

ELECTRICAL POWER TRANSFORMER from WBSEDCL.

OUTSIDE BUILDING:

Cement base paint finish.

INSIDE WALLS:

Inside wall Putty finish.

ROOF:

Water proofing treatment on roof.

WATER:

Water pump and overhead water tank or boring water.

ADDITION/ALTERATION/MODIFICATION:

In case of any addition/alteration/modification (internally) if desired by the proposed Owners and estimate will be submitted by the Developer to them for the same and will be taken up by the Developer only when the said estimates are agreed upon by the proposed Owners.

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

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the

Presence of:

WITNESSES:

1.

SIGNATURE OF THE LAND OWNER/ DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

Drafted by me:

Advocate
Alipore Judges' Court
Kolkata-700 027.

