

AGREEMENT FOR SALE
(WITHOUT POSSESSION)



THIS AGREEMENT FOR SALE made this the day of **MAY 2019**,

BETWEEN

MR. _____, **PAN** _____, son of Sri/ Late _____, by occupation - _____ & **MRS.** _____, **PAN** _____, wife of Mr. _____, by occupation - _____, both by Nationality - Indian, both by faith _____, both residing at _____, P.S. _____, P.O. _____, Kolkata - _____, hereinafter referred to as the '**PURCHASER(S)**' (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and /or successors) of the **FIRST PART**;

AND

M/S. SREE BALAJI, PAN AJLPP6658F a Sole Proprietorship firm having its registered office at 90/1, Prince Golam Hussain Shah Road, Kolkata - 700095, represented by its Proprietor **SRI MANAB PAUL, PAN AJLPP6658F**, son of Narayan Chandra Paul, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, P.O. and P.S. Jadavpur, Kolkata - 700032, hereinafter referred to as the '**DEVELOPER/VENDOR**' **PAN AJLPP6658F** (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/its heirs, executors, administrators, legal representatives and/or assigns or Nominee, successors and successor-in-office) of the **SECOND PART**;

WHEREAS ALL THAT piece and parcel of 2.50 Acres of land lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 0.40 acres more or less, R.S. Dag No 197 corresponding to L.R. Dag No 541 - 0.28 acres more or less, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 0.85 acres more or less, R.S. Dag No. 199 corresponding to L.R. Dag No. 543 - 0.12 acres more or less, R.S. Dag No. 193 corresponding to L.R. Dag No. 544 - 0.85 acres more or less, Khatian No. 577, within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchyat - II, ADSR Mal Bazar, and District Jalpaiguri, Pin - 735206 was in khas possession of one Sanjib Samadder who was absolute owner of the above mentioned property enjoying right, title, interest and possession in the said property free from all encumbrances and was well and sufficiently entitled to convey the above mentioned property and also had recorded his name in the records of rights in accordance with the law.

WHEREAS the said Sanjib Samadder was in need of funds and wanted to sell the abovementioned property to maintain his other properties. The Vendor herein desired to purchase the abovementioned property approached Sanjib Samadder who decided to sell the property to the Vendor herein in lieu of the consideration amount mentioned therein.

WHEREAS Sri Sanjib Samadder and the Vendor herein had entered into a Registered Deed of Sale, dated 24th January 2018 for the abovementioned property admeasuring about 2.50 Acres more or less registered in the Book No. I, Volume no. 1903-2018, Page from 9499 to 9532, Being No.190300148 for the year 2018, before the office of ARA -III, Kolkata.

AND WHEREAS ALL THAT piece and parcel of land measuring about 209 Decimals lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, Touzi No. 84, Khatian No. 907, R.S. Dag No. 194 corresponding to L.R. Dag No. 539 - 21 decimal more or less, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 03 decimal more or less, R.S. Dag No. 197 corresponding to L.R. Dag No. 541 - 07 decimal more or less, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 11 decimal more or less, R.S. Dag No. 199



corresponding to L.R. Dag No. 543 - 01 decimal more or less, R.S. Dag No. 192 corresponding to L.R. Dag No. 545 - 06 decimal more or less, R.S. Dag No. 193 corresponding to L.R. Dag No. 544 - 160 decimal more or less within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchayat - II, ADSR Mal Bazar, and District Jalpaiguri, Pargana - North Moynaguri, Pin - 735206 was in khas possession of one Pitrush Kumar Agarwal **AND ALL THAT** piece and parcel of land measuring about 60 Decimals lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, Touzi No. 84, Khatian No. 908, R.S. Dag No. 951 corresponding to L.R. Dag No. 537 - 42 decimal more or less, R.S. Dag No. 194 corresponding to L.R. Dag No. 539 - 02 decimal more or less, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 04 decimal more or less, R.S. Dag No. 197 corresponding to L.R. Dag No. 541 - 04 decimal more or less, R.S. Dag No. 199 corresponding to L.R. Dag No. 543 - 02 decimal more or less, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 06 decimal more or less within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchayat - II, ADSR Mal Bazar, and District Jalpaiguri, Pargana - North Moynaguri, Pin - 735206 was in khas possession of one Rishiraj Bansal.

AND WHEREAS both Pitrush Kumar Agarwal and Rishiraj Bansal were absolute owners of the above mentioned properties and were enjoying right, title, interest and in khas possession in the said property free from all encumbrances and were well and sufficiently entitled to convey the above mentioned properties and also have duly recorded their names in the records of rights in accordance with the law.

WHEREAS said Pitrush Kumar Agarwal and Rishiraj Bansal were in need of funds and wanted to sell the abovementioned property to maintain his other properties. The Vendor herein desirous of purchasing the abovementioned property approached Pitrush Kumar Agarwal and Rishiraj Bansal who decided to sell the property to the Vendor herein in lieu of the consideration amount mentioned therein.

WHEREAS Sri Pitrush Kumar Agarwal and Sri Rishiraj Bansal jointly and the Vendor herein entered into a Registered Deed of Sale dated 25th September 2018 for the abovementioned property admeasuring 269 decimals more or less registered in the Book No. I, Volume no. 0710-2018, Page from 13360 to 13410, Being No. 071000717 for the year 2018, in the office of ADSR Mal Bazar.

WHEREAS ALL THAT piece and parcel of 17 Decimals of land lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, Sheet No. - I, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 05 Decimals more or less, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 05 Decimals more or less, R.S. Dag No. 199 corresponding to L.R. Dag No. 543 - 07 Decimals more or less, within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchayat - II, ADSR Mal Bazar, in the District of Jalpaiguri, Pargana - North Moynaguri, Pin - 735206 was in possession of Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie who were the absolute owners of the above mentioned property enjoying absolute right, title, interest and khas possession in the said property free from all encumbrances and was well and sufficiently entitled to convey the above mentioned property.

WHEREAS the said Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie was in need of funds and wanted to sell the abovementioned property to maintain his other properties. The Vendor herein desirous of purchasing the abovementioned property approached Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie who have decided to sell the property to the Vendor herein in lieu of the consideration amount mentioned therein.

WHEREAS Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie and the Vendor herein entered into a Registered Deed of Sale dated 1st October 2018 for the abovementioned property admeasuring about 17 decimal more or less, registered in the Book No. I, Volume No. 0710-2018, Page from 13664 to 13708, Being No. 071000730 for the year 2018, in the office of ADSR Mal Bazar.



WHEREAS further a subsequent Deed of Declaration was entered into by and between said Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie and M/s Sree Balaji represented by its Proprietor Sri Manab Paul on or about 23.04.2019 and which was duly registered before the Office of the Additional District Sub-Registrar at Mal, District - Jalpaiguri and recorded in Book No. I, Volume No. 0710-2019, Pages from 6323 to 6349, Being No. 071000327 for the year 2019.

WHEREAS ALL THAT piece and parcel of all the above properties admeasuring about total 5.74 Acres more or less of land in Mouza - Dakhshin Dhupjhora in the District of Jalpaiguri were purchased by the Vendor of the Second Part and is absolutely seized and possessed of absolute right, title, interest and possession in the said property;

AND WHEREAS the Vendor herein of the Second Part has taken possession of the said land and became the absolute owner of the said land, has mutated his name in Record of Rights with the Office of the B.L. & L.R.O. and started paying the required revenues, taxes, cess etc. to the relevant authority and/or authorities in accordance with law;

WHEREAS the Vendor is in the khas possession of the property and is enjoying the said property free from all encumbrances and/or hindrances from any corner and are well and sufficiently entitled to convey the property as whole or any part or portion thereof;

AND WHEREAS being the absolute owner of the said properties, the Vendor of the Second Part has further taken necessary steps for mutation of the said properties in the office of the Batabari Gram Panchayat - II and started paying statutory dues in accordance with law;

AND WHEREAS the Vendor herein who is a Developer of good repute has decided to develop the hereinbelow mentioned Schedule A property and in phase by phase manner and with the help of engineers and other technical persons has demarcated the said property into 4 plots morefully and more particularly mentioned in the Schedule "A";

AND WHEREAS this proposed Project undertaken by the Developer/Vendor is being registered with the West Bengal Housing Industry Regulatory Authority under the relevant provisions of the West Bengal Housing Industrial Act, 2017 rules and regulations, notifications, circulars as issued or amended from time to time.

AND WHEREAS the Developer/Vendor have decided to name the project as "**PANTHANIWAS DOOARS**" and duly intimated the competent authority about the commencement of the construction of the project by its letter dated _____.

AND WHEREAS the Developer/Vendor has prepared the layout plan and obtained sanctioned plan, specification and approvals from the competent authority which is presently for development of Phase I within the whole project admeasuring about 4.818 Acres more or less. The Developer/Vendor agrees and undertakes that it shall not make any changes to the approved plan except with strict compliance with the West Bengal Housing Industrial Regulatory Act, 2017.

AND WHEREAS the Developer/Vendor has registered the said project under the relevant provisions of the abovementioned act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.

AND WHEREAS The Purchaser(s) herein, being desirous of owning ALL THAT piece and parcel of one self contained residential flat admeasuring carpet area of _____sq. ft corresponding to the _____sq. ft. Saleable Area more or less including proportionate share of common areas and etc., on _____ Floor, Block No _____, being Flat No. _____ of the _____ storied building constructed on the Schedule-A mentioned property consisting of _____ Bedroom, _____ multipurpose room with _____ pantry, _____ toilet and _____ balcony, having _____ flooring and with/without car parking space with



proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the building together with easement rights. more fully and more particularly described in the Schedule "B" hereinbelow offered to the First Party and all the Parties have accepted the proposal of the same and has entered into the instant Agreement for Sale on basis of the terms and conditions as are already mutually agreed upon.

AND FURTHER

- a) **'DEVELOPER/VENDOR/OWNER'** shall mean **M/S. SREE BALAJI**, a proprietorship firm having its office at 90/1, Prince Gollam Hossain Shah Road, Police Station- Jadavpur, Kolkata-700032, District- South 24- Parganas.
- b) **'THE LAND AND THE PROPERTY'** shall mean the land and property measuring about totaling to 4.818 Acres with common areas, fully described in the Schedule "A" hereunder written excluding the area of the club property.
- c) **'THE BUILDING'** shall mean the building comprising the unit(s) and/or units to be constructed as fully described in the Schedule "B" herein below.
- d) **'THE UNIT'** shall mean the flat(s) in the building including all fittings and fixtures therein and/or thereto attached as it is/are hereby agreed to be constructed by the Vendor/Developer herein for purchaser/s and fully described in the Schedule 'B' hereunder written and in accordance with the sanctioned plan dated 31.03.2019. Any further sanctioned plan for any area for club property shall not be part of any of the unit(s). Details of scope of works and amenities inside the Unit /Flat are more fully and more particularly mentioned in Schedule E hereinbelow.
- e) **'THE CARPET AREA OF FLAT'** shall mean inside wall to inside wall measurement of the flat(s) including the measurement of internal wall also as per the West Bengal Housing Industry Regulatory Act, 2017.
- f) **'THE COVER AREA OF FLAT'** shall mean outside wall to outside wall measurement of the flat including the proportionate share of the partition walls of the flat.
- g) **'THE BUILT UP AREA OF FLAT'** shall mean cover area of the Flat(s) plus the proportionate share of staircase lobby of the same floor (as mentioned in the Sanction Plan).
- h) **'THE SALEABLE AREA OF FLAT'** shall mean built up area plus proportionate area of ground floor service areas, electric rooms, drive way, septic tank, underground and overhead water reservoir, vacant roof, Darwans room, staircase head room etc. (Saleable area component for the same project would be calculated @ 25% on and above built up area).
- i) **'THE COMMON AREAS'** shall mean the common portions comprised in the building and area outside and beyond the exclusive areas of unit(s) excluding all rights, titles, interests, and possession of the club property.
- j) **'PROPORTIONATE' OR 'PROPORTIONATE SHARE' OR PROPORTIONATELY'** shall mean the purchaser/s share in the land common portions described in the 'Schedule C' herein below and such share of all common rights and liabilities including common portions and common expenses and payment of taxes until separate assessment by the Panchayat of the unit(s).
- k) **'THE COMMON PORTIONS'** shall mean the common portion fully described in the Schedule 'C' herein below.



- l) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purposes as described in the schedule 'D' herein below.
- m) **'THE CO-OWNERS'** shall mean all persons agreeing to own units other than the one of the purchaser/s herein and including the owners in respect of unacquired units.
- n) **'CAR PARKING'** shall mean All that(....) no. of open car parking space specifically designated in the ground floor of the Complex for the purpose of parking of cars and/or two wheelers and the remaining area shall absolutely vest and/or belong to the Seller together with the right to sell, transfer and/or grant use thereof to any person and/or persons as the Seller in its absolute discretion may deem fit and proper.
- o) **'THE PLAN'** shall mean the plan sanctioned by the competent authority dated 31.03.2019.
- p) **'THE COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and purposes of regulation actual rights and beneficial use, occupation and enjoyment of the co-owners shall have/has common interest relating to the land and building.
- q) **'ADVOCATE'** shall mean the advocate/advocates appointed by only the developer for all purposes.
- r) **'ACT'** shall mean the West Bengal Housing Industry Regulatory Act, 2017.

NOW THIS AGREEMENT WITNESSETH and it is/are hereby agreed by and between the Parties hereto as hereinafter written.

- 1) That the Developer/Vendor is absolutely seized and entitled to sell, transfer or alienate any of the portions of the property and to collect or receive money as mutually agreed upon between the Purchaser(s), and the Developer/Vendor.
- 2) That the Purchaser(s) has inspected relevant documents and records and satisfied himself/herself about the right, title and interest of the Developer/Vendor in the land and the Developer/Vendor as well as Developer declares that same is/are not subject to any encumbrances.
- 3) The detailed scheme of development attached herewith and marked with the letter 'A' details the proposed usage of the building/structures and phases of development of the whole property and also the conceptual layout for the development of the same.
- 4) The conceptual layout of the development of the whole property excepting Plot - 3 demarcated property could be finally developed, improvised by the Developer/Vendor at its sole discretions in accordance with the relevant and applicable laws.
- 5) The Developer/Vendor decided to undertake the development of the whole property in phase by phase manner and also proposes to develop the said property for residential or mixed usage. The Developer/Vendor can also develop adjacent plot and/or plots and in such case the Purchaser shall not raise any objection.
- 6) Apart from the residential usage the developer proposes to develop in other phases residential buildings/structures, bungalows, commercial units, club and unit for mixed purposes etc. and the portion upon which such shall be developed shall be in such manner as the developer shall at its sole discretion deem fit and proper and shall not be included and/or related in any way to the Phase - I property.



- 7) This is agreed by and between the parties that the Club is not the part of the common area of the property. The Club is the exclusive property of the Developer/Vendor and the Developer/Vendor can decide anything according to his choice in respect of the Club. The said club is/are entitled to arrange for any promotional activities within the complex for which the Purchaser(s) shall never raise any objection. This is further agreed by and between the parties that the Club membership may or may not be provided complementary to the Flat(s) Owners, which will be given by the Club in accordance with the General Terms and Conditions of the Club. The Club authority reserves its right to allow membership to the Flat(s) Owners of the Complex as well as to the distinguished personality of the Society, may be not the Flat(s) Owners, considering the terms and conditions as well as maintaining the spirit. The Club authority reserves its rights to cancel any membership for violation of terms and conditions of the Club. The Rules and Regulations of the Club shall be notified time to time after the official opening of the Complex, on the Notice Board displayed over the Club premises.
- 8) The Developer/Vendor proposes to construct and develop the Schedule 'A' mentioned property in phase by phase manner into residential/non-residential, mixed purposes building/structure alongwith separate facilities and amenities pertaining to them and construction and development of such portion and building/structures shall be in such manner as the Developer/Vendor at its sole discretion deem fit and proper.
- 9) Besides construction and development of Phase I of the property, the Developer/Vendor also proposes to develop certain common areas facilities and amenities which may be exclusively available to and will be used by such persons whom the Developer/Vendor may deem fit as per its absolute discretion which may not include the Purchaser herein or any other Purchaser/Purchasers from Phase I property.
- 10) The Developer/Vendor is entitled to make changes, amend, modify and/or substitute the future development of the other parts of the Schedule 'A' mentioned property as per the rules and regulations framed by the West Bengal Housing Industry Regulatory Act, 2017.
- 11) The Purchaser(s) herein agrees that the Developer/Vendor shall be entitled to provide and demarcate certain common areas and facilities, the use of which shall be extended to the use of club members. The Purchaser(s) agrees to use only those facilities which are specifically marked for the Purchaser(s) in the said unit/flat morefully and more particularly described in Schedule 'B' hereinbelow. The Purchaser(s) agrees not to use any areas or facilities marked for other Purchaser(s) and nor shall have any claim of any nature whatsoever in respect of the other areas and facilities demarcated for other Purchase (s) and/or for other purpose and/or the use thereof in the whole project.
- 12) The common areas in the whole project may be usable by person or persons on non exclusive basis and persons from the adjacent plot, which is for the exclusive use of the Developer/Vendor, shall also use the common areas and facilities. Hence the common areas facilities, amenities in the whole project may be usable by the Purchaser(s) on non exclusive basis. The Purchaser(s) also agrees and accepts that the few facilities and or amenities may not be provided simultaneously with the handing over of possession of the said flat and might be available only after the completion of the whole project.
- 13) The Developer/Vendor shall utilize the maximum Floor Area Ratio (FAR) with necessary permission or sanction from the competent authority and/or authorities and may construct additional built up area which may be in the form of additional



flats or additional floors on the said Block or building and/or additional building/structures in any part of the remaining area of the whole property and for such said purposes the Developer/Vendor will be entitled to vary amend, alter the building plan from time to time in respect of the said construction without however adversely affecting the said unit/flat agreed to be sold hereunder and will be entitled to carry out the construction work accordingly. The Purchaser(s) hereby irrevocably express his/her/it's their consent to the Developer/Vendor for carrying out such amendments, alterations, modifications, improvisation or variation in the said building for the purpose of construction by the Developer/Vendor so long as the total area of the said unit/flat and the specifications, amenities, fixtures and fittings attached thereto are not decreased or hampered. This consent of the Purchaser(s) shall be considered and contemplated under the relevant provision of the West Bengal Housing Industry Regulatory Act, Rules and Regulations. The Purchaser(s) shall not raise any objection or cause any hindrance in such development or construction by the Developer/Vendor on grounds of noise or air pollution, inconvenience, annoyance, old age or otherwise on the ground that the atmosphere, light, air and/or ventilation to the said flat and/or in the said building being affected by such. Further the Purchaser(s) hereby agrees to give all facilities and co-operation to the Developer/Vendor as may require from time to time both before and after taking possession of the said apartment and to enable and support the Developer/Vendor to complete such construction work smoothly and as envisaged by the Developer/Vendor.

- 14) It is also agreed by and between the Parties that the Developer/Vendor will be entitled to sell and transfer on ownership basis or otherwise for its benefit and/or the other additional apartments which may be constructed by the Developer/Vendor.
- 15) It is also agreed by and between the Parties that the sample flats displayed by the Developer/Vendor alongwith its furniture, fixtures, electrical goods, amenities etc. as provided therein are only for the purpose of marketing and display and the Developer/Vendor under this agreement is not liable to provide furniture, fixtures, electrical goods, amenities etc in the sample flat other than as expressly agreed by the Developer/Vendor under this agreement. The height of the said flat shall be in accordance with the sanction plan already sanctioned by the competent authority and may differ from the height of the sample flat as displayed by the Developer/Vendor.
- 16) Both Parties herein confirmed that they are entering and executing this agreement with full knowledge of all the laws, rules, regulations, notifications, circulars, etc. as applicable in the project.
- 17) The Parties relying on the confirmations, representations and assurances of each other agrees to faithfully abide by all the terms, conditions and stipulations as contained in this agreement and on applicable laws.
- 18) **PAYMENT:**
- (i) The total consideration amount is inclusive of the Allotment amount already paid by the Purchaser(s) to the Developer/Vendor towards the said unit/flat morefully and more particularly described in the Schedule 'B' mentioned property.
- (ii) In addition to the payment of the total consideration amount inclusive of GST, all other taxes which consists of tax paid or payable by way of value added tax and all levies duties, cesses, impositions, direct and other indirect taxes as applicable and levied by the Central Government and/or State Government and/or any local, public, or any statutory bodies or authority in connection with the construction



and carried out of the project and also with respect to the said flat and appurtenances shall be borne or paid by the Purchaser(s) herein and the Developer/Vendor shall not be liable to pay the same or any part thereof. However if there is any increase in any of the taxes etc. after the expiry of the schedule date of completion as per registration with the competent authority which shall include extension of registration if any granted by the competent authority as per the West Bengal Housing Industry Regulatory Act, 2017 the same shall not be charged from the Purchaser(s).

- (iii) The Purchaser(s) shall pay all other charges in accordance with schedule F more fully and more particularly mentioned hereinbelow within time and in the manner specified and in respect to it the Developer/Vendor shall raise demands from time to time and if any such tax, cess, outgoing rate is extended then the Developer/Vendor shall also provide the details of taxes paid and/or demanded alongwith the Act/Rules/Regulations/Notifications/Circulars etc. with dates from which such have become effective.
- (iv) The total consideration amount includes recovery of price of land, construction of common areas, internal and external development charges and also cost for providing all other facilities, amenities and specifications provided within the said unit/flat and in the project but does not include rates, taxes, betterment fees, maintenance charges, extra schedule charges, legal fees, stamp duty, registration fee and incidental payments for registration which are applicable separately.
- (v) The total consideration amount is escalation free save and except those escalation which the Purchaser(s) herein agrees to pay due to increase on account of development charges or any other increase of charges payable to and/or levied by competent authority or local body or government from time to time but every such escalation shall be accompanied by the notification Order/Act/Rules/Regulations/Notifications/Circulars etc. published in that effect by the Developer/Vendor alongwith the demand letter to the Purchaser(s). However if there is any such escalations after the expiry of the schedule date of completion as per registration with the competent authority which shall include extension of registration if any granted by the competent authority as per the West Bengal Housing Industry Regulatory Act, 2017 the same shall not be charged from the Purchaser(s).
- (vi) If the Purchaser(s) makes earlier payment of installments then the Developer/Vendor at its sole discretion may allow the Purchaser(s) a discount for early payment upto 10% per annum for the period by which the respective installment has been preponed. However such entitlement for discount shall not subject to revision or withdrawal once it is given to the Purchaser(s) by the Developer/Vendor.
- (vii) The Purchaser(s) shall make all payments subject to the terms and conditions of this agreement on written demand by the Developer/Vendor within the stipulated or specific time as laid out in the Schedule F more fully and more particularly mentioned hereinbelow by Cheque/Demand Draft/RTGS/NEFT to be drawn in favour of the Developer/Vendor in Kolkata.
- (viii) The Developer/Vendor shall be entitled to securitize the total consideration amount or other amounts payable by the Purchaser(s) under this agreement or any part thereof in the manner permissible under the said act or rules in favour of any persons including banks or any financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the total consideration amount or any other amounts payable by the Purchaser(s) under this agreement or any part thereof. Upon receiving of such information from the Developer/Vendor the Purchaser(s) shall pay the payment of the total



consideration amount and other amount payable in accordance with this agreement in the manner so stated.

- (ix) If the Purchaser(s) is taking any financial assistance or housing loan from any Bank or financial institution the Developer/Vendor shall act in accordance with the instructions of such Bank and financial institutions in terms of the agreement between the Purchaser(s) and Bank or financial institutions subject to such Bank or financial institutions shall be required to disburse or pay all such amount due and payable to the Developer/Vendor under this agreement and in no event the Developer/Vendors shall assume any liability and/or responsibility for any loan or financial assistance which may have been granted to the Purchaser(s) from such Bank or financial institutions.
- (x) The timely and total payments of all amount payable by the Purchaser(s) under this instance is the essence of the contract and intimation forwarded to the Developer/Vendor by the Purchaser(s) as stated shall be conclusive proof of service of such intimation by the Developer/Vendor to the Purchaser(s) and the non receipt by the Purchaser(s) shall not be an excuse for non-payment of any amounts.
- (xi) In the event of any delay and/or default on part of the Purchaser(s) in making payment of any GST, VAT, TDS or any other tax, levies, cesses, etc. then without prejudice to any other rights or remedies available to the Developer/Vendor under this agreement or under any applicable law the Developer/Vendor shall be entitled to adjust against any subsequent amount received from the Purchaser(s) the said unpaid tax, levies, cesses, etc. alongwith interest, penalty, etc. payable thereon from the due date till the date of adjustment.
- (xii) In the event of any default on the part of the Purchasers in making payment of the amounts agreed to be paid and if such default shall continue for a period of one month or in the event of the Purchasers committing breach of one any of the terms and conditions herein contained the Developer/Vendor shall be entitled to terminate this agreement by giving to the Purchasers fifteen days notice in writing and upon such cancellation the Purchasers shall cease to have any right under this Agreement or in respect of the said Flat/Unit and upon such cancellation the Developer/Vendor shall be entitled to forfeit the Allotment amount along with the interest, accrued day by day as stipulated herein, from the consideration amount unpaid till then by the Purchasers and refund the balance amount to the Purchasers and the Developer/Vendor shall be at liberty to enter into fresh agreement for sale and transfer of the said Flat/Unit with any other person and/or persons.
- 19) It is agreed by and between both the Parties that the Developer/Vendor shall not make any addition and alteration in the sanction plan, layout plans and specification save and except for those finishing items which may be altered/modified by the Developer/Vendor and the nature of fixtures, fittings and amenities which shall be in conformity with the advertisement, Brochure etc. on which these transfer is based and affected in respect of the said flat without any previous or written consent of the Purchaser(s) as per the provision of the West Bengal Housing Industry Regulatory Act, 2017. However the Developer/Vendor may make such minor changes or minor additions/alterations/modifications as may be required by the Purchaser(s) or such minor changes which is within the purview of the abovementioned Act. The Developer/Vendor shall take prior consent and approval of the Purchaser(s) for extra charges if any as may be applicable for such additions/alterations and/or changes.



- 20)** The Developer/Vendor shall confirm the final carpet area of the said unit/flat that has been allotted to the Purchaser(s) after the construction of the said block/building is complete on which the said flat is situated and the completion certificate is granted to the Developer/Vendor by the competent authority. The total consideration amount payable on basis of the carpet area shall be re-calculated and if there is reduction in the carpet area then the Developer/Vendor shall refund the excess money to the Purchaser(s) within Forty Five (45) days with annual interest at the rate as prescribed by the West Bengal Housing Industry Regulatory Rules, 2018 from the date when such and excess amount first paid by the Purchaser(s). If there is any increase in carpet area which is not more than 3% of the carpet area of the said unit/flat allotted to the Purchaser(s), the Developer/Vendor shall demand an additional amount from the Purchaser(s) towards the total consideration amount which shall be payable by the Purchaser(s) before taking possession of the said unit/flat. It is clarified that such payment to be made by the Developer/Vendor or the Purchaser(s) as the case may be shall be made at the same rate per sq. ft. as agreed between the Parties.
- 21)** In case of failure of any payment by the allottee to the Promoter/Developer an element of interest shall have to be paid by the allottee to the Promoter/Developer over and above all fixed fine(s) and/or penalty (ies) mentioned herein at the rate of the State Bank of India's Prime Lending Rate plus two percent (2%) per annum. In case of any delay of payment of the allottee such interest element also to be paid in the manner stipulated hereinabove. All bills and/or demands raised by the Developer/Vendor shall be paid by the Purchaser within 15 days from the date of the bill and/or demand. And if such payment will not be made with the above stipulated period of 15 days, delay payment charge shall be applicable day by day basis on and from the 16th day onwards.
- 22) RIGHT OF THE PURCHASER :**
- (i)** The Purchaser(s) here shall have exclusive entitlement of the said unit/flat.
- (ii)** The Purchaser(s) shall have undivided proportionate share in the common area of the project alongwith other occupants, maintenance staff, etc. without causing any inconvenience, hindrance, obstruction to any one of them. It is also clarified herein that the Developer/Vendor shall handover the common area of the property to the holding association of owners after its formation and registration and after obtaining the completion certificate from the competent authority as per the guideline provide in West Bengal Housing Industry Regulatory Act, 2017.
- (iii)** The Purchaser(s) has right to visit the site and to access the extent of development of his/her unit/flat subject to giving prior information to the project manager and complying with all safety majors during such visit.
- (iv)** The Developer/Vendor agrees to pay all outgoing before handing over of the physical possession of the said unit/flat to the Purchaser(s) and if the Developer/Vendor fails to pay any of or all of the outgoing or any other liability mortgage loan or interest thereon before handing over the Developer/Vendor agrees to be liable even after the handing over and transfer of the said unit/flat to pay such outgoing and penal charges if any to the concerned authority and also be liable for the cost of any legal proceedings which may arise for such non-payment of late payment by such authority/body or person.
- 23) FURTHER CONSTRUCTION :**
- (i)** The whole property is being developed in phase by phase manner by constructing multiples building thereon. The Developer/Vendor shall be entitled to develop the rest of the property as deem fit by the Developer/Vendor in accordance with the



approvals and permissions as issued from time to time and the Purchaser(s) herein has agreed to purchase the said unit/flat based on such unfettered rights of the Developer/Vendor in this regard.

- (ii) The Developer/Vendor has already informed the Purchaser(s) that there will be common access road, street lights, common recreation space, passages, electricity, telephone, cables, water lines, gas pipe lines, sewerage and drainage lines, sewerage treatment plant and other common amenities and conveniences which will be in common with the whole Schedule 'A' property and the Purchaser(s) alongwith other flat owners of the whole project shall share such expenses and charges as also maintenance charges proportionately. Such proportionate charges shall be payable by each flat owners including the Purchaser(s) herein and the proportionate charge that is to be paid shall be determined by the Developer/Vendor and the Purchaser(s) agrees to pay the same regularly without raising any dispute or objection with regard thereto.
- (iii) This is also agreed by and between the parties that the developer shall provide one light and one fan point for the each respective flat/ flats in power back-up option which will be available only at the time of power cut only.
- (iv) The Developer/Vendor has presently contemplated to developed the proposed adjoining land and shall be entitled to amalgamate the rest of the property with proposed adjoining land or otherwise and may also develop such lands in phase by phase manner.
- (v) The Purchaser(s) is also aware that the Developer/Vendor shall designate certain common area, facilities and amenities exclusively for it and which may be available to and usable by such person or persons as the Developer/Vendor may in its sole discretion deem fit which may or may not include the flat owners of Phase - I or the Purchaser(s) herein.
- (vi) The Purchaser(s) shall have at no time demand for partition of the said unit/flat and appurtenances and/or the said block/building in the whole project.
- (vii) This is agreed by and between the parties that the Developer reserves its rights to extend the services for the next phase of expansion of the project and in such situation the Purchaser(s) has/have no right of objection.
- (viii) This is agreed by and between the parties that in future the Developer reserves its rights to bring expansion project in the complex and/or in both side of the complex according to him/her/their convenience which will be no way objected by the Purchaser(s). In such case of the expansion project, the main gate, the exit gate, passages, entries and exits, water supply system, sewerage system, LT and HT power supply system, electricity connections of the instant project shall be the part of the extension project. In such situation the Purchaser(s) shall never raise any objection.

24) POSSESSION:

- (i) The Developer/Vendor agrees and understands that the timely delivery of possession of the said unit/flat to the Purchaser(s) and common areas to the holding associations upon its formation and registration is the essence of this agreement. However if the completion is delayed due to force majeure condition then the Purchaser(s) agrees that the Developer/Vendor shall be entitled to the extension of time for delivery of possession of the said unit/flat provided that such force majeure conditions are not of a nature which makes it impossible for the contract to be completed. The Purchaser(s) agrees and confirmed that in such an event it becomes impossible to the Developer/Vendor to implement and complete



the construction work due to force majeure condition then this allotment shall stand terminated and the Developer/Vendor shall refund to the Purchaser(s) that the entire amount received by the Developer/Vendor till that time within Forty Five (45) days from the agreed date. The Developer/Vendor shall intimate the Purchaser(s) about such termination at least Thirty (30) days prior to such termination. After refund of money by the Developer/Vendor to the Purchaser(s), the Purchaser(s) agrees that he/she/they shall not have any rights, claims against the Developer/Vendor and the Developer/Vendor shall be released and discharged from all its obligations and/or liabilities under this agreement.

- (ii) The Purchaser(s) herein shall not make any kind of transfer of the said unit/flat to any third party until 18 months from the date of signing of the Agreement for Sale in favour of any third party which is considered to be the Lock-in-Period. After the said 18 months the Purchaser(s) subject to the written consent of the Developer/Vendor is entitled to transfer the said unit(s)/flat(s) and a sum of Rs. 50,000/- (Rupees Fifty Thousand) only as Transfer Amount will be applicable per unit/flat and has to be paid to the Developer.
- (iii) The Purchaser(s) has already accepted the date of completion however if the said unit/flat is made ready prior to the completion date the Purchaser(s) undertakes and covenant and confirms not to raise any objection to the consequent preponement of his/her/their/its payment obligations having clearly agreed and understood that the payment obligation of the Purchaser(s) are linked inter-alia with the progress of the construction and saying is not time linked.
- (iv) The Developer/Vendor after obtaining the completion certificate from the competent authority shall offer in writing handing over of the possession of the said unit/flat in terms of this agreement to be taken within 2 months from the date of issue of completion certificate subject to payment of all amount dues and payable under this agreement and registration of the Deed of Conveyance. The Developer/Vendor agrees to indemnify the Purchaser(s) in event of failure or fulfillment of any of the provisions, formalities, documentation on part of the Developer/Vendor. The Purchaser(s) after taking possession agrees to pay the maintenance charges as determined by the Developer/Vendor or the holding association from the date of the issuance of the completion certificate.
- (v) After obtaining the completion certificate and handing over of the physical possession of the said unit/flat to the Purchaser(s) it shall be the responsibility of the Developer/Vendor to hand over necessary documents, plans, etc. to the Purchaser(s) and common areas, maintenance charges, etc. to the holding organization upon its permission and registration.
- (vi) On and from the Possession Date of 31st March, 2022 the Purchaser has agreed that it shall:
 - a. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
 - b. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Vendor and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC or Holding Organisation as the case may be as hereinafter provided. The Purchaser acknowledges that the obligations of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely to adversely affect the rights and interest



of other owners and/or occupiers of various other apartment owners in the said building.

- c. The Vendor and/or the Holding Organisation and/or FMC will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount in advance and in one shot in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated.

CONTROL AND MAINTENANCE OF COMMON PARTS - PAYMENT OF COMMON AREA MAINTENANCE CHARGES

- 25) For the purpose of looking after the common parts and portions and for rendition of common services the Vendor shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Vendors in its absolute discretion may deem fit and proper and in addition to the payment of Common Area Maintenance Charges the Purchasers shall be liable to make payment of the said Management Fee till the formation of the Holding Organisation legally.
- 26) The control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of the Purchaser to use the common parts and portions in common with other units owners and/or occupiers of the said building. The said FMC will remain responsible for looking after the common parts and portions and the purchaser agree not to interfere in the FMC remaining in control of the common parts and portions.
- 27) The said FMC and/or Holding Association may only be replaced by the consent of 80% (eighty percent) or more of the flat owners of the Complex in terms of total flats held. The FMC being a professionally run organization, shall not be liable to share or render its accounts and shall be at liberty to make profit of upto 15% which will be included with the Common Area Maintenance Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the MAINTENANCE FEE) and the Purchaser shall be liable to make payment of such Common Area Maintenance Charges which will include the said Maintenance Fee in advance and in one shot without any abatement or deduction on any account whatsoever or howsoever. The calculation of the maintenance fee will be tentative and futuristic in approach and shall be fixed by the FMC.
- 28) **AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:
- (i) The Vendor shall remain responsible for providing common services only for a period of 12 months from the date of execution of the Deed of Conveyance subject to the Purchaser making payment of the proportionate share of Common Area Maintenance charges which includes the amount payable to the Vendor and/or to the FMC for rendering such services (hereinafter referred to as the COMMON AREA MAINTENANCE CHARGES).
- (ii) The various unit owners in the said new building shall form an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 within a period of three months and the Vendor has agreed to render all possible assistance for formation of the said Association.



- (iii) The Purchaser acknowledges that timely payment of Common Area Maintenance charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other flat owners in the said building and if such Common Area Maintenance Charges shall remain in arrears for a period of 60 days then and in that event in addition to making payment of interest at the rate of 15% per annum the Vendor and/or Adhoc Committee shall be entitled to and the Purchaser hereby consents:
- a) Disconnect the supply of water to the said Unit.
 - b) Disconnect the supply of electricity.
 - c) Withdraw all utilities including generator facilities.
- (iv) And the same shall not be restored until such time the Purchaser had made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time including a sum of Rs. 5000/- (Rupees Five Thousand) only as and by way of restoration charges.
- (v) For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Vendor and/or FMC and/or Holding Organisation to serve any notice, in writing and the Purchaser hereby waives the right to receive such notice.
- 29) **HOLDING ORGANIZATION** - Immediately after all the units in the building are sold and transferred the Unit Owners in consultation with the Vendor shall form a Holding Organisation in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.
- 30) The Purchaser agrees to become members of such Holding Organizations and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Unit Owners making payment of the COMMON AREA MAINTENANCE Charges.
- 31) The Holding Organisation shall be entitled to frame such rules and regulations as may be necessary and/or required from time to time regarding user of the common parts and the Purchaser hereby agree to abide by the same.
- 32A) In order to become a member of the said Holding Organisation the Purchaser agrees to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchaser failing to sign such papers and/or applications the Vendor as the constituted attorney of the Purchaser shall be entitled to sign and execute the same on behalf of the Purchaser and the same shall be binding on the Purchaser.
- 32B) Further in order to become a member of the said Holding Organisation the Purchaser shall need to clear all arrear maintenance charges, if any, which would have been due so far and as well as the present maintenance charge in respect of his unit/flat along with any other payables if applicable.
- 33) **ADHOC COMMITTEE** - Until the formation of the said Holding Organisation, the Vendor may form an Adhoc Committee comprising of 3 (Three) Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the vendor and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Building and this committee shall be solely



responsible for the formation of the Holding Organization and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

34) ROOF AND OTHER AREAS

- (i) It is hereby made expressly clear and agreed that the ultimate Roof of the building where on various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof on the said building (hereinafter referred to as the ROOF).
- (ii) The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacement of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.

35) FAILURE TO TAKE POSSESSION: Upon receiving written information from the Developer/Vendor the Purchaser(s) shall take possession of the said unit/flat from the Developer/Vendor by executing necessary indemnities undertakings and such other documentations, the Developer/Vendor shall handover the possession of the said unit/flat to the Purchaser(s). In the event if the Purchaser(s) fails to take possession within the stipulated time then such Purchaser(s) shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges, revenue and statutory taxes and other outgoings and further holding charges being equivalent to 2 times the maintenance charges for the period of delay after the lapse of 6 months from the date of issuance of possession notice of the said unit/flat shall become applicable.

36) CANCELLATION: The Purchaser(s) shall has right to cancel or withdraw his/her/their/its allotment for his/her said flat as provided under West Bengal Housing Industry Regulatory Act, 2017. However where the Purchaser(s) intends to cancel or withdraw without any fault of the Developer/Vendor, the Developer/Vendor herein shall be entitled to forfeit the entirety of the Allotment amount paid for the allotment of the said unit/flat and appurtenances. Upon registration of the Deed of Cancellation in respect of the said unit/flat and appurtenance and upon re transfer of the said unit/flat to any third party and receipt of the total consideration and after receipt of consideration the Developer/Vendor shall after adjusting the Allotment amount refund to the Purchaser(s) the balance amount if any of the paid up of total consideration and also after deducting the interest in on overdue payment , brokerage or referral fees, administrative charges as determined by the Developer/Vendor and which will not include any indirect taxes, stamp duty and registration charges. In the event of the falling market the amount refundable will be further reduce by the extent of the difference in amount receivable on a fresh transfer of the apartment to any third party and the purchase price of the Purchaser(s), if the current total consideration is less to the current price. The Purchaser(s) shall at his own cost and expenses execute all necessary cancellation documents required by the Developer/Vendor. Upon the termination of this agreement the Purchaser(s) shall have no claim of any nature whatsoever on the Developer/Vendor and/or the said unit/flat or appurtenances and the Developer/Vendor shall be entitled to deal with and/or disposed of the said unit/flat and appurtenances in any manner as it may deem fit and proper.

37) COMPENSATION: The Developer/Vendor who is the also the owner of the said property shall compensate the Purchaser(s) in case of any inconvenience caused to the Purchaser(s) due to defective title of the land on which the said apartment stands and the project is being developed or has been developed in the manner as provide in West Bengal Housing Industry Regulatory Act 2017, and the claim for



compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of force majeure event if the Developer/Vendor fails to complete or is unable to give possession of the said apartment in accordance with the terms and conditions of this agreement duly completed by the completion date or due to discontinuance of his business on account of suspension or revocation of the registration under the relevant act or any other reasons the Developer/Vendor shall be liable on demand of the Purchaser(s), in case the Purchaser(s) wishes to withdraw from the project without prejudice to any other remedy available to return the total amount received by the Developer/Vendor in respect of the apartment with interest at the prescribed rate including compensation as provided under the relevant act within Forty Five (45) days of its becoming due provided that if the Purchaser(s) does not intend to withdraw from the project the Developer/Vendor shall pay to the Purchaser(s) the interest and the prescribed rate for every month of delay till the handing over of the possession of the said unit/flat which shall be paid by the Developer/Vendor to the Purchaser(s) within Forty Five (45) days of it becoming due.

38) THE DEVELOPER/VENDOR'S COVENANT, REPRESENTATION AND WARRANTIES:

- (i) The Developer/Vendor has absolute clear and marketable title with respect to the project property the requisite authority and rights to carry out the development on the property and absolute actual physical and legal possession of the property.
- (ii) The Developer/Vendor has lawful rights and requisite consent approval, permissions from the competent authority to carry out the development work at the project.
- (iii) There are no encumbrances upon the project property save and except those which are expressly declared in the website of the competent authority.
- (iv) There are no litigation pending before any Court of Law or any authority save and except those which are expressly declared in the website of the competent authority.
- (v) All approval, licenses and permits issued by the competent authority in respect of the said unit/flat are valid and subsisting and have been obtained by following due process of Law. Further, the Developer/Vendor has been and shall at all time remains to be in compliance with all applicable laws in relation to the project property till the handing over the property to the Purchaser(s) and subsequently to the holding organization.
- (vi) The Developer/Vendor has a right to enter this agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Purchaser(s) created herein, may prejudicially be affected.
- (vii) The Developer/Vendor has not enter into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the said unit/flat which will, in any manner, affect the rights of the Purchaser(s) under this agreement.
- (viii) The Developer/Vendor confirms that the Developer/Vendor is not restricted in any manner whatsoever from selling the said unit/flat to the Purchaser(s) in the manner contemplated in this agreement.
- (ix) At the time of the execution of the conveyance deed the Developer/Vendor shall handover lawful, vacant, peaceful, physical possession of the said unit/flat to the



Purchaser(s) and the common areas to the holding organization upon its formation and registration.

- (x) The Developer/Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes, levies impositions, premium, cesses, damages and other outgoings payable with respect to the project to the competent authorities till the completion certificate is issued and in respect of the possession of the said unit/flat along with common areas whether has been handed over or not.
- (xi) No notice from the government or any local body or authority or any legislative enactments government notification, order, circulars, notice for accusation and requisition of the property has been received by or served upon the Developer/Vendor in respect of the property.
- (xii) **DEFECT LIABILITY :**
 - (i) It is agreed that in case any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the Developer/Vendor as per the Agreement for sale relating to such development is brought to the notice of the Developer/Vendor within a span of 5 years by the Purchaser(s) from the date of obtaining the completion certificate, it shall be the duty of the Developer/Vendor to rectify such defect without further charge, within 30 days, and in the event of the Developer/Vendor's failure to rectify such defect within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation as provided under the Act.
 - (ii) It is clarified that the Developer/Vendor shall not be liable for any such defect if the same have caused by reason of the default and/or negligence of the Purchaser(s) and/or any other Purchaser(s) in the Project or acts of third party(s) or on account of any force majeure events including on account of any repair/re-decoration/any other work undertaken by the Purchaser(s) and/or any other Purchaser(s) in the Phase - I property and/or the whole project and/or the whole property. The Purchaser(s) is/are aware that the said block/building is monolithic structure and any changes, alterations including breaking of wall or any structural component or the construction of any new wall or structural component may adversely impact the said block/building at various places or in if entirety and hence any changes/alterations as mentioned hereinabove will result in immediate ceasing of the Developer/Vendor's obligations to rectify any defect or compensate for the same as mentioned in this clause and the Purchaser(s) and/or the holding association upon its formation and registration of the Purchaser(s) shall have no claims of whatsoever nature against the Developer/Vendor in this regard.
 - (xiii) **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Developer/Vendor agency or holding organization shall have rights of unrestricted access to all Common Areas of the property for providing necessary maintenance services and the Purchaser(s) agrees to permit the Developer and/or Vendor, its agents or holding organization upon its formation and registration and/or maintenance agency to enter into the said unit/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.
 - (xiv) **USAGE:** Use of Service Areas: The Service areas, if any, as located within the said Complex, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The



Purchaser(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as for usage and the same shall be reserved for use by the Developer/Vendor and/or the holding organization for rendering maintenance services.

(xv) GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/FLAT

- (i) The Purchaser(s) shall, after taking possession be solely responsible to maintain the said unit/flat at his/her own cost, in good repairing condition and shall not do or suffer to be done anything in or to the said Block/Building, or the said unit/flat, or the staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said unit/flat and keep the said unit/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 said Block/Building is not in any way damaged or jeopardized.
- (ii) The Purchaser(s) further undertakes, assures and guarantees that he/she would not put any, sign-board/nameplate, neon light, hoardings, flexes, publicity material or advertisement material etc. on the face façade of the said Block/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) shall not store any hazardous or combustible goods in the said unit/flat place any heavy material in the common passages or staircase of the said Block/Building. The Purchaser(s) shall also not remove any wall including the outer and load bearing wall of the said unit/flat.
- (iii) The Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/ Vendor and thereafter by the holding organization and/or maintenance agency appointed by the holding organization. The Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (iv) The Purchaser hereby agrees that all common services of Phase I and II with all common rights remain same and common with every purchaser in the Complex and not exclusive to any Purchaser, block or building.
- (v) In addition to the aforesaid, the Purchaser(s) hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described herein below.
- (xvi) **ENTER AGREEMENT:** This Deed of Conveyance, along with its Schedule, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said unit/flat, as the case may be.
- (xvii) **PROVISIONS OF THIS DEED OF CONVEYANCE APPLICABLE ON PURCHASER(S)/SUBSEQUENT PURCHASER(S):** 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 unit/flat and the project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the unit/flat, in case of a transfer, as the said obligations go along with the unit/flat for all intents and purposes.



(xviii) WAIVER NOT A LIMITATION TO ENFORCE :

(i) The Developer/Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) in not making payments as per the Payment Plan annexed herewith including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) that exercise of discretion by the Developer/Vendor in the case of one Purchaser(s) shall not become rule in the case of other Purchaser(s).

(ii) 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.

(xix) **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(xx) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion to the built-up area of the unit/flat bears to the total carpet area of all the unit/flat in the Project.

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

(xxii) **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Developer/Vendor or through its authorized signatory at the Developer/Vendor's Office, or at some other place, which may be mutually agreed between the Developer/Vendor and the Purchaser(s), and after the Agreement is duly executed by the Purchaser(s) and the Developer/Vendor or simultaneously with the execution the said Agreement shall be registered at concerned registry office.

(xxiii) **NOTICE:** That all notices to be served on the Purchaser(s) and the Developer/Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Developer/Vendor by Registered Post with A/D at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchaser(s) and the Developer/Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post with A/D failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer/ Vendor or the Purchaser(s), as the case may be.

(xxiv) **JOINT PURCHASER(S):** That in case there are Joint Purchaser(s) all communications shall be sent by the Developer/Vendor to the Purchaser(s) whose



name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

- (xxv) **SAVINGS:** Any application letter, allotment Letter, agreement, or any other document signed by the Purchaser(s) in respect of the said unit/flat or whole property, as the case may be, prior to the execution and registration of this Agreement for Sale for such unit/flat or whole property, as the case may be, shall not be construed to limit the rights and interests of the Purchaser(s) under the Agreement for Sale or under the Act or the Rules and Regulations made thereunder.
- (xxvi) **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.
- (xxvii) **DISPUTE RESOLUTION:** However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matters requiring arbitration will be referred to sole arbitrator Mr. Debasish Roy Chowdhury, Advocate, Supreme Court of India and also having chamber at 8, Old Post Office Street, Ground Floor, Kolkata – 700001. The venue of such arbitration will be decided by the said arbitrator. The proceedings of the arbitration shall be conducted in English and shall be construed as a domestic arbitration under the applicable laws.

SCHEDULE 'A' REFERRED TO HEREIN ABOVE

ALL THAT piece and parcel of land admeasuring about 4.818 acres more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1203, P.S. Matiali, Batabari, GramPanchayet - II, within the office of the ADSR - Mal, District - Jalpaiguri, Pargana-North Moynaguri, Pin - 735206 lying and situate at Dag Nos. which are as follows :

L.R. Dag No. 537= 0.42 acres more or less
 L.R. Dag No. 539= 0.23 acres more or less
 L.R. Dag No. 540= 0.095 acres more or less
 L.R. Dag No. 541= 0.22 acres more or less
 L.R. Dag No. 542= 0.96 acres more or less
 L.R. Dag No. 543= 0.195 acres more or less
 L.R. Dag No. 544= 2.528 acres more or less
 L.R. Dag No. 545= 0.17 acres more or less

Total = 4.818 acres more or less

Butted and Bounded by:

North: By Canal, 10 Meter Common Passage (Part) and Plot No. 3.

South: By Black Top Road.

East: By L.R. Plot Nos. 544 (P) and 545 (P), Plots of Pitrush Kumar Agarwal, Niranjana Agarwal, Rishiraj Bansal and others.

West: By Canal and 10 Meter Common Passage.



SCHEDULE 'B' ABOVE REFERRED TO

(DESCRIPTION OF THE INTENDING PURCHASER'S FLAT)

ALL THAT piece and parcel of one self contained residential flat admeasuring carpet area of ____sq. ft corresponding to thesq. ft. Saleable Area more or less including proportionate share of common areas and etc., on ____ Floor, Block No ____, being Flat No. ____ of the ____ storied building constructed on the Schedule-A mentioned property consisting of ____ Bedroom, ____ multipurpose room with ____ pantry, ____ toilet and ____ balcony, having ____ flooring and with/without open car parking space and with proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the building together with easement rights. No lift. The Property is on road.

SCHEDULE 'C' ABOVE REFERRED TO
(COMMON PORTIONS)

1. All stair-case on all the floors of the said building.
2. Common passage including main entrance on the Ground Floor leading to all floors and also leading to the vacant roof.
3. All common spaces together with common land with all right, liberties, easements and privileges and appendages and appurtenances as enjoyed by the Co-owners.
4. Water pump, overhead water tank and water supply line, Municipality water line and connection, reservoir.
5. Vacant roof.
6. Electricity service and electricity main line wiring and electrical lightings.
7. Drainage and sewerage, septic tank and other common spaces of the Ground Floor.
8. Walls of the flat(s) and main structure of the building.
9. Boundary walls and main gate (the main gate /exit gate with the common area/roads stretched from the main gate to the extension of the project shall be common for the existing and extended project).
10. Such other common parts, like equipments installation, fixtures and fittings and spaces in or about the said building.
11. Vacant space of the premises (excluding the area of the club).



SCHEDULE 'D' ABOVE REFERRED TO
(COMMON EXPENSES TOWARDS PROPORTIONATE
AREA OF OWNERSHIP)

1. All costs of maintenance, operating, replacing, white washing, coloring rebuilding, re-constructing, repairing and lighting the common parts, roof and also the other walls of the said building. All other items stated hereinbefore also should be treated as the cost of common maintenance excluding Club property as sanctioned separately.
2. All charges and deposits for supplies of common utilities.
3. Proportionate share of the Panchayat/ Municipal taxes and other outgoings save those are separately assessed on the respective Block.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the tile of the land and building.

SCHEDULE 'E' ABOVE REFERRED TO
[SCOPE OF WORKS, AMENITIES & SPECIFICATIONS IN CONNECTION WITH
THE FLAT(S)]

1. **Structure:** Earthquake resistant RCC framed construction with infill brick walls.
2. **Internal Walls:** Cement plastering overlaid with smooth, impressive plaster-of-paris.
3. **Doors:** Doors with M S frames and solid core flush doors.
4. **Windows:** M S frame with glass fittings.
5. **Flooring:** Ceramic tile floor.
6. **Pantry:** Mat finish Ceramic tile flooring, Counter top black stone with steel sink. Dado ceramic tiles up to a height of 2 feet from the counter top.
7. **Sanitary Ware:** White high quality porcelain fittings of reputed make. Chromium plated fitting of good quality with ISI mark.
8. **Toilet:** Non Hot & Cold toilet, Mat finish ceramic tile flooring. Dado ceramic tiles up to a height of door top.
9. **Electricals:** Superior quality concealed copper wiring with the best standard piano type switches and miniature circuit breakers .No AC & Geyser & 15 Amp. power point will be provided.
10. **Water:** Uninterrupted water supply.
11. **Exterior:** Latest waterproof non-fading exterior finish of the highest quality.
12. **Stair & Lobby:** Cemented flooring with MS railing.



THE SCHEDULE F FOR FURTHER PAYMENTS ABOVE REFERRED TO**Meaning of certain terms and expressions**

Sl. No.	Terms and Expressions	Cost inclusive of GST
1.	Unit Cost	
2.	Car Parking Space Cost	

The amount to be paid by the Allottee/Transferee on account of Extra Charges

Electricity: obtaining HT/LT electricity supply from the supply agency, of the said Apartment, to the Developer.	Rs. 13,000/-
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Developer.	Rs. 1000/-
Generator: stand-by power supply to the Said Unit from diesel generators, @ Rs. - _____/- (Rupees _____) only per 1 (one) KVA, to the Developer. Two points (100 watts maximum) for each flat.	Rs. 11,000/-
Legal Fees, Stamp Duty and Registration Costs: fees of Debasish Roy Chowdhury, Advocate (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The total fee of Rs. 20,000/- (Rupees Twenty Thousands) only to be paid as follows:- 1. For Agreement for Sale - Rs. 10,000/- (Rupees Ten Thousand) only. 2. For Deed of Conveyance - Rs. 10,000/- (Rupees Ten Thousand) only. All other fee for Stamp Duty, Registration Fee and all other fixed misc. expenses and incidental charges shall be borne and paid by the Purchaser (s) actual over and above the fee mentioned hereinabove.	Rs. 20,000/-
Consolidated Deposit for Sinking Fund and Maintenance: Simultaneously with the payment of the last installment of the Total Price, the Allottee/Transferee shall pay to the Developer a deposit of Rs. 15,000/- (Rupees Fifteen Thousand) only for every single Unit towards Sinking Fund Deposit and Maintenance Deposit till the date of formation of the Holding Organisation legally. All these payments shall be paid to the Developer are deemed to the tune of failure of payment of common area maintenance and for any emergency expenses to keep the complex maintained and running. This deposit is interest free.	



**Schedule of Payment of the Sale Price as payable by the
Allottee/s/Transferee/s**

Sl. No.	Payment Schedule	Amount
1.	BOOKING	Rs. 10,000/-
2.	ALLOTMENT	Rs. 30,000/-
3.	AGREEMENT FOR SALE	10% (-Rs. 40,000/-)
4.	FOUNDATION	25%
5.	FIRST CASTING	10%
6.	SECOND CASTING	10%
7.	THIRD CASTING	10%
8.	FOURTH CASTING	10%
9.	BRICKWORK	10%
10.	FLOORING	10%
11.	POSSESSION/REGISTRATION	5%



IN WITNESS WHEREOF the parties hereunto have/has signed sealed and delivered these presents on the day, month and year first above written.

Signed, Sealed and Delivered
At Kolkata in presence of:

(1) Mr. Alok Sen
12, R.G.Avenue, DumDum
Kolkata - 700 028

(2) Mr. Asit Sharma
G- 53, Baghajatin Pally
Kolkata - 700082

SIGNATURE OF THE PURCHASER(S)
PAN _____
PAN _____

SIGNATURE OF THE DEVELOPER/VENDOR
PAN AJLPP6658F

Drafted by:

Mr. Tathagata Ray
LLB, (UK), Advocate
High Court, Calcutta
35A, Old Ballygunge First Lane,
Kolkata - 700 019
WB/636/1998



MEMO OF CONSIDERATION

Received of and from the within named Purchaser(s) within mentioned the advance sum of Rs. _____/- (Rupees _____) only including GST amount Rs. _____/- (Rupees _____) only for the remaining payment towards the said flat (s) on the _____ floor, Block No _____, being Flat(s) No. _____ of the building lying and situated in District Jalpaiguri, Police Station - Matiali, Additional District Sub - Registry Office Mal Bazar, Mouza - Dakshin Dhupjhora, more fully described in the Schedule mentioned hereinabove and the balance payment by the following post dated Cheque furnished below.

Cheque No	Bank	Branch	Date	Cheque Amount in Rs.	On account of the flat and car parking	GST (Rs.) on Flat and Car Parking	Extra Schedule Charges	GST on Extra Schedule
Payment made as advance to the flat and car parking								
Extra schedule charges								
Total GST								
Total Amount								

WITNESSES:

- (1) Mr. Alok Sen
12, R.G.Avenue, DumDum
Kolkata - 700 028

SIGNATURE OF THE DEVELOPER/VENDOR
PAN AJLPP6658F

- (2) Mr. Asit Sharma
G- 53, Baghajatin Pally
Kolkata - 700082

SIGNATURE OF THE PURCHASER(S)
PAN _____
PAN _____



