

AGREEMENT FOR SALE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Bijoy Ghosh [PAN ADYPG4183B]**, son of Late Lal Mohan Ghosh, residing at C/9, Raj Narayan Park, Boral, Kolkata-700154, Police Station Sonarpur, Post Office Boral, District South 24 Parganas
 - 3.2 **Swapan Kumar Ghosh [PAN ADOPG0788J]**, son of Late Haridas Ghosh, residing at A/17, Raj Narayan Park, (Rangkal), Boral, Kolkata-700154, Police Station Sonarpur, Post Office Boral, District South 24 Parganas
 - 3.3 **Subrata Majumder [PAN AITPM8668D]**, son of Thakurdas Majumder, residing at 29, Southend Garden, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
 - 3.4 **Babulal Paul [PAN AHWPP2321G]**, son of Late Kanai Lal Paul, residing at P-21, Valley Park, Sreerampore Road, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
 - 3.5 **Sumon Majumder [PAN AIUPM9056C]**, son of Thakurdas Majumder, residing at 29, Southend Garden, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
 - 3.6 **Niranjan Paul [PAN BAPPP7964N]**, son of Late Satish Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas

- 3.7 **Chanchal Paul [PAN BANPP3446F]**, son of Niranjan Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.8 **Dolly Paul [PAN BDSPP0178A]**, son of Chanchal Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.9 **Bhaja Ranjan Paul [PAN AZXPP7850R]**, son of Late Sunil Paul, residing at 1/18, B.P Township, Block-Q, Kolkata-700094, Police Station Patuli, Post Office _____, District South 24 Parganas
- 3.10 **Tanmoy Ghosh [PAN BAIPG8310E]**, son of Sadhan Ghosh, residing at AB-7, Desh Bandhu Nagar, Baguihati, Kolkata-700059, Police Station Baguihati, Post Office Baguihati, District North 24 Parganas
- 3.11 **Dilip Kumar Dutta [PAN AIAPD0409Q]**, son of Late Arun Chandra Dutta, residing at 1, Southend Garden Extension, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.12 **Niva Dutta [PAN AVCPD0709N]**, wife of Dilip Kumar Dutta, residing at 1, Southend Garden Extension, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas

All being represented by their constitute attorney _____ [PAN _____], son of _____, of _____, Police Station _____, Post Office _____

(collectively **Owners**, which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

And

- 3.13 **Realmark Arannya LLP [PAN AAZFR8514R]**, a Limited Liability Partnership, having its registered office at RoomNo. 192, 5th Floor, Karnani Estates, 209, AJC Bose Road, Kolkata-700017, Police Station Beniapur, Post Office Circus Avenue, being represented by _____ [PAN _____], son of _____, of RoomNo. 192, 5th Floor, Karnani Estates, 209, AJC Bose Road, Kolkata-700017, Police Station Beniapur, Post Office Circus Avenue (**Developer** which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, legal representatives, successors-in-office, administrators, successors-in-interest and/or assigns)

And

- 3.14 _____ [PAN _____], son of _____, residing at _____, Kolkata- _____, Police Station _____, Post Office _____, District _____

- 3.15 _____ [PAN _____], son of _____, residing at _____, Kolkata- _____, Police Station _____, Post Office _____, District _____

(collectively **Allottees**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Owners and the Developer, collectively Promoters.

The Promoters and the Allottees, collectively **Parties**, individually **Party**.

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

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:

4.1.1 **Said Flat:** Residential Flat No. _____ on _____ floor, having super built-up area measuring _____ (_____) more or less corresponding to carpet area measuring _____ (_____) square feet, more or less, comprised in Block _____ (**Said Block**), more fully described in **Part-I** of the **2nd Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) in the proposed residential project to be called as "**Kabyo Neer**" (**Said Project**), to be constructed on divided and demarcated portion of land situates, lying at and being a portion of Municipal Holding Nos. 484 and 487, Ghosh Para (formerly Municipal Holding No. 383, Ghosh Para], Police Station Sonarpur, Post Office Sonarpur, within Ward No. 23 of the Rajpur-Sonarpur Municipality, Additional District sub-Registration Sonarpur, District South 24 Parganas, more fully described in the **1st Schedule** below (**Said Property**).

4.1.2 **Land Share:** Subject to the provisions of Clause 6.2 below, undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

- 4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Project as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**, which includes extensions and additions of common areas, amenities and facilities made from time to time, if any).

The Said Flat, the Land Share, the Said Parking Space (if any) and the Share In Common Portions, collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1 **Absolute Ownership:** The Promoters have represented to the Allottee/s that the Owners are the joint owners of the Said Property by virtue of events and circumstances, described in **Part-II** of the **1st Schedule** below, free from all encumbrances.
- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein (collectively **Flats**), the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing entered into between the Owners of the one part and the Developer of the other part dated _____, registered in the Office of _____, _____, recorded in Book No. _____, CD Volume No. _____, at Pages from _____ to _____, being Deed No. _____ for the year _____ (**Development Agreement**). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of certain numbers of Flats, Parking Spaces and other saleable spaces and to appropriate the entire consideration thereof.
- 5.3 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Project, the Developer has got a building plan sanctioned by Rajpur-Sonarpur Municipality, being Approval No. _____ dated _____ (**Sanctioned Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, from time to time by Rajpur-Sonarpur Municipality and other Authorities).
- 5.4 **Commencement of Construction:** The Developer has commenced construction work on the Said property and announced sale of Flats and Parking Spaces therein. The intimation of commencement of construction has already been sent to the Rajpur-Sonarpur Municipality.
- 5.5 **Registration under HIRA:** The Promoters have applied for registration the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) [**HIRA**] with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- 5.6 **Application by Allottee/s:** The Allottee/s has/have applied for an apartment/flat in the Said Project vide Application No. _____ dated _____ and have/has been

allotted, the Said Flat And Appurtenances, morefully mentioned in **Part-III** of the **2nd Schedule** below.

5.7 **Agreement to Record:** Pursuant to the aforesaid application made by the Allottee/s, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings, advertisements, documents [oral or in writing, express or implied] and understandings) for sale of the Said Flat And Appurtenances to the Allottee/s.

6. Conditions Precedent

6.1 **Acceptance of Conditions Precedent:** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties further confirm that:

- (a) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project;
- (b) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (c) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agree to purchase the Said Flat And Appurtenances, morefully mentioned in **Part-III** of the **2nd Schedule** below.

6.2 **Understanding of Scheme by Allottee/s:** The undertaking and covenant of the Allottee/s that the Allottee/s has/have understood and accepted the under mentioned scheme of development of the Developer:

- (a) **Development of Said Property:** The Promoters intend to develop the entirety of the Said Property by constructing the Said Project, consisting of various residential blocks, and the Allottee/s hereby accept/s the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Project have been and or shall further be sanctioned by Rajpur-Sonarpur Municipality and other authorities but the Developer may also have the Building Plans of the entirety of the Said Project sanctioned as a composite plan.
- (c) **Extent of Rights:** The rights of the Allottee/s are limited to (1) the Said Flat (2) the Land Share (3) the Share In Common Portions and (4) the right to park in the Said Parking Space (if any) and the Allottee/s hereby accept/s the same and the Allottee/s shall not, under any circumstances, raise any claim of ownership contrary to the above with respect to any other component or constituent of the Said Project.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property and the Allottee/s hereby accept/s the same and the Allottee/s shall not, under any circumstances, raise any objection or hindrance thereto.

6.3 **Financial and Other Capacity of Buyer:** The undertaking of the Allottee/s to the Promoters that the Allottee/s has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

- 6.4 **Satisfaction of Allottee/s:** The undertaking of the Allottee/s to the Promoters that the Allottee/s is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer, the Sanctioned Plans (alteration, modification and/or regularization in the sanctioned plan, lay out and construction etc.), all the background papers, the right of the Promoters to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Allottee/s and the all covenants (either to act and/or to omit) mentioned above and elsewhere in this Agreement and the Allottee/s hereby accept the same and shall not raise any objection with regard thereto.
- 6.5 **Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties is that the Said Parking Space (if any has been agreed to be taken by the Allottee/s) (1) shall be allotted to the Allottee/s only after completion of construction but simultaneously with delivery of possession of the Said Flat (2) if covered/sheded, the Parking Space may be dependent or independent and in the ground floor of the Said Block and if open, the Parking Space may be dependent or independent and at any place in the ground level of the Said Project (3) if for two wheeler, at any place in the ground level reserved for the parking of two wheelers only, pertinent to mention herein that, under no circumstances, the Allottee/s shall park or allowed to be parked any two wheeler in any other place of the Said Project other than the area allotted (4) the Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Allottee/s and not for any other purposes and (5) the Allottee/s will have only right to park in the Parking Space. The Allottee/s hereby accept/s the above and shall not raise any objection with regard thereto.
- 6.6 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Allottee/s to the Promoters that the right, title and interest of the Allottee/s is confined only to the Said Flat And Appurtenances and the Promoters are entitled to deal with and dispose off all other portions of the Said Property and the Said Block as well all other blocks to third parties at the sole discretion of the Promoters, which the Allottee/s hereby accept/s and to which the Allottee/s, under no circumstances, shall be entitled to raise any objection.
- 6.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Allottee/s (**Allottee/s' Covenants**) and the covenants of the Promoters (**Promoters' Covenants**) as mentioned in Clause 10 and its Sub-Clauses below shall perpetually run with the land (2) the Allottee/s' Covenants and the Promoters' Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Allottee/s' Covenants and the Promoters Covenants shall be strictly performed by the Allottee/s, the Promoters, respectively.

7. Commencement and Validity

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Allottee/s, unless terminated in the manner mentioned in this Agreement.

8. Basic Understanding

- 8.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase, the Said Flat And Appurtenances, more fully mentioned in the **Part-III** of the **2nd Schedule** below.

9. Total Consideration and Payment

9.1 **Total Consideration:** The consideration for sale of the Said Flat, the Land Share, the Share In Common Portions and right to use the Said Parking Space (Covered Independent) if any, are collectively **Rs.** _____ **(Rupees**
(Total

Consideration) is more fully mentioned in the **Part-I** of the **4th Schedule** below, to be paid in full to the Developer, which the Parties confirm and accept. The Total Consideration has been fixed by mutual consent and hence it shall not be open to question by any Party.

9.2 **Payment of Total Consideration:** The Total Consideration shall be paid by the Allottee/s in the manner mentioned in the Payment Plan, more fully mentioned in the **Part-II** of the **4th Schedule** below, time being the essence of contract. The Allottee/s agree/s and covenant/s not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Allottee/s has/have paid the entirety of the Total Consideration and all other amounts agreed to be paid or deposited under this Agreement.

Explanation:

(i) The Total Consideration includes the booking amount paid by the Allottee/s to the Promoters towards the Flat;

(ii) The Total Consideration excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST (Goods And Sales Tax) and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Said Flat And Appurtenances to the Allottee/s and the Said Project to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

(iii) Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee/s;

(iv) The Promoters shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(v) The Total Consideration of the Said Flat And Appurtenances, shall include completion of the Said Flat, in accordance to the Specifications, morefully mentioned in the **5th Schedule** herein below **And** also includes recovery of price of land underneath the Said Block, construction of the Common Areas more fully mentioned in the **3rd Schedule** below **And** also includes internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat, more fully mentioned in the **3rd Schedule** below and the Said Project but it will exclude Taxes and Maintenance charges.

(vi) The Total Consideration is escalation-free, save and except increases which the Allottee/s

hereby agree/s to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority [The term **Competent Authority** in this context and for all purpose of this Agreement shall mean the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of Said Property] from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost/ charges imposed by the Competent Authorities, the Promoters shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority as per the Act, the same shall not be charged from the Allottee/s.

- (vii) The Promoters may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ 4% (four percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.
- (viii) It is agreed that the Promoters shall have the right to make some minor additions and alterations in the Sanctioned Plans, layout plans and Specifications and the nature of fixtures, fittings and amenities described herein at **5th Schedule** and **3rd Schedule** below, in respect of the Said Flat And Appurtenances, without the previous written consent of the Allottee/s as per the provisions relevant Acts. Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.
- (ix) The Promoters shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Said Project is complete and the completion certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The Total Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoters, If there is reduction in the carpet area then the Promoters shall refund the excess money paid by Allottee/s within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Said Flat, allotted to Allottee/s, the Promoters may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in the **Part-II** of the **4th Schedule** below. All these monetary adjustments shall be made at the same rate per square feet as per with the rate @ per square feet of the Said Flat And Appurtenances, of this Agreement.
- (x) **Legal Fees:** Rs.15,000/- (Rupees fifteen thousand) @ per flat as documentation charge for this Agreement and all further documents in pursuance of this Agreement. 50% (fifty percent) of the documentation charge shall be paid at the time of this Agreement and the balance 50% (fifty percent) shall be paid on the Date Of Possession (defined in Clause _____ below) to the Developer. Stamp duty, registration fees, fixed miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Allottee/s and paid directly to the concern person 7 (seven) days prior to the date of registration.

- (xi) **Association Formation Charge:** The Allottee/s shall pay to the Developer a sum of Rs.5,000/- (Rupees five thousand) @ per flat towards forming of association of the flat owners.
- (xii) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.1.5/- (One Rupees Fifty Paisa) @ per square feet, per month, for 12 (Twelve) months (payable at the time of possession), to be calculated on the super built-up area, from the Date Of Possession (defined in Clause _____ below) (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (xiii) **Sinking Fund:** interest free deposit as sinking fund for replacement, renovation and/or other periodic expenses @Rs.10/- (Rupees ten) per square feet, to be calculated on super built up area. The entirety of the Sinking Fund shall be deposited by the Buyer on the Date Of Possession (defined in Clause _____ below).
- (xiv) **Increase or Decrease in Total Consideration:** The Total Consideration shall increase or decrease on the basis of the final measurement, at the rate at which the Total Consideration has been computed.
- (xv) **Cancellation Charge:** In case the Allottee/s commit/s default in making payment of the consideration mentioned herein or in observing his/her/their covenants herein within time then in such event, the Promoters shall give 1 (one) month's notice in writing to the Allottee/s setting out the default or breach complained of and calling upon the Allottee/s to remedy the default or breach complained of and if on the expiry of such notice, the Allottee/s continue/s the default or breach, then this agreement shall at the option of the Developer stand terminated and rescinded and also if the Allottee/s wish/s to cancel and/or withdraw from the Agreement of his/her/their own volition then in both such events the Developer shall become entitled to enjoy and/or transfer the Said Flat and the Said Car Parking Space to any person without in any way becoming liable to the Allottee/s and upon the Developer only after having entered into a contract for sale of the Said Flat and the Said Car Parking Space with any new buyer or buyers, only thereafter the Developer shall refund to the Allottee/s the earnest money paid by the Allottee/s to the Developer after deduction of a sum equivalent to 10% (ten percent) of the consideration as and by way of pre-determined compensation/liquidated damages or service charges.
- (xvi) **Rates & Taxes Deposit:** Simultaneously with the payment of the last installment of the Total Consideration, the Allottee/s shall pay and deposit a sum of Rs.10/- (Rupees ten) per square feet of the super built-up area of Said Flat, with the Developer (**Rates & Taxes Deposit**) towards timely payment for Land Revenue (*Khazna/Municipal Tax*), surcharge, levies, cess etc. (collectively **Rates & es**), as be assessed for the Said Flat And Appurtenances, from the Date Of Possession Notice (defined in Clause _____ below), by the Rajpur-Sonarpur Municipality and the Block Land and Land Reforms Office, respectively. The Rates & Taxes Deposit shall be held by the Developer, free of interest, as security for timely payment of Rates & Taxes by the Allottee/s and in the event of any non-payment/default by the Allottee/s in paying Rates & Taxes, the Developer shall be entitled to deduct from the Rates & Taxes Deposit the amount in default. It is clarified that the Rates & Taxes Deposit (less deductions made but not replenished, if applicable) shall be transferred by the Developer to the Association (upon formation) and the Association (upon formation) shall be entitled to hold the same on the terms and conditions and in the same manner as the Developer, as mentioned above.

- 9.3 **Mutation:** fees and charges for causing mutation in the name of the Allottee/s in the records of the Rajpur-Sonarpur Municipality and the Office of the BL&LRO, which shall be paid by the Allottee/s directly to the respective authorities, wholly. The Allottee/s shall cause such mutation within 30 (thirty) days from the Date of Possession (defined in Clause _____ below).
- 9.4 **Basic Duty of the Allottee/s:** The Allottee/s shall make all payments and perform all obligations as stipulated in this Agreement and the Allottee/s shall not in any way commit, break or breach any of the terms and conditions herein under contained.
- 10. Construction, Completion of Sale**
- 10.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans with standard materials or as may be recommended by the Architect, as per the Specifications described in the 5th **Schedule** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.
- 10.2 **Quality, Workmanship and Acceptance of Variations etc.:** The Allottee/s hereby consent/s to the variations, modifications or alterations as may be recommended by the Architect and hereby further agree/s not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- 10.3 **No Hindrance:** The Allottee/s shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or any part or portion of the Said Block and/or Said Project is in any way hindered or impeded. The Allottee/s shall be solely liable to compensate the Developer with all losses as to be incurred by the Developer due to any such acts or deeds of the Allottee/s.
- 10.4 **Completion Date:** The Developer shall construct, finish and make the Said Flat habitable and the Said Parking Space (if any) usable [the decision of the Architect in this regard being final and binding], The Developer shall handover the possession of the Said Flat And Appurtenances is comprising of on _____ (**Completion Date**) [**provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer] and/or earlier. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Allottee/s, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause _____ below) or for or on account of (1) delay on the part of the Allottee/s in making any payment and (2) any other reasonable cause whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat and Appurtenances is not completed within the Completion Date and/or the Extended Period. Further, The Promoter/s assure/s to hand over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Said Project in place within the _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (**Force Majeure**, defined in Clause _____). If, however, the completion of the Said Project is delayed due to the Force Majeure conditions then the Allottee/s agree/s that the Promoters shall be entitled to the extension of time for delivery of possession of the Said Flat And Appurtenances, Provided that such Force Majeure conditions are not of a nature which make it impossible

for the contract to be implemented. The Allottee/s agree/s and confirm/s that, in the event it becomes impossible for the Promoters to implement the Said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee/s the entire amount received by the Promoters from the allotment within 45 (fortyfive) days from that date. The Promoters shall intimate the Allottee/s about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agree/s that he/ she/they shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

11. Possession

11.1 **Possession of Said Flat and Said Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Said Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:

11.2 **Possession Notice:** On the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause _____ above), the Developer shall serve a notice on the Allottee/s (**Possession Notice**) calling upon the Allottee/s to take physical possession. Within 21 (twenty one) days from the date of the Possession Notice (**Date Of Possession Notice**), the Allottee/s shall be bound to take over physical possession of the Said Flat and the Said Parking Space (if any) after fulfilling all obligations under this Agreement, including payment of all amounts due (if any) under this Agreement, failing which it shall be deemed that the Allottee/s has/have taken possession on the 22nd day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date of Possession Notice, the Allottee/s shall become liable to pay all outgoings (such as Maintenance Charge, Common Expenses and Rates & Taxes), irrespective of whether the Allottee/s take/s physical possession of the Said Flat and Appurtenances. In case the deeming provision comes into force, the Allottee/s confirm/s that the Allottee/s shall not claim to be in physical possession of the Said Flat and Appurtenances and the same shall be received by the Allottee/s only upon clearing all dues and performing all obligations. Further, in case the Allottee/s fail/s to take possession within the time provided herein such Allottee/s shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, Maintenance Charges as specified herein, municipal tax and other outgoings and further holding charge of Rs. _____/- (Rupees _____) per month or part thereof for the period of delay of to taking possession.

11.3 **Meaning of Completion:** The Promoters agree/s and understand/s that timely delivery of possession of the Said Flat And Appurtenances to the Allottee/s and the Common Areas to the Association of Allottee/s is the essence of the Agreement.

11.4 **Complete Satisfaction on Possession:** Subject to the provisions of Clause _____ below, on the Date of Possession, the Allottee/s shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenances, including the carpet area of the Said Flat.

11.5 **Possession by the Allottee/s-** After obtaining the completion certificate and handing over physical possession of the Said Flat And Appurtenances to the Allottee/s, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees upon its formation and

Registration; Provided that, in the absence of any local law, the Promoters shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, within 30 (thirty) days after formation and registration of the Association of Allottees.

11.6 **Commencement of Outgoings:** From the Date of Possession Notice, all outgoings in respect of the Said Flat and Appurtenances, including Maintenance Charge, Common Expenses and Rates & Taxes shall become payable by the Allottee/s.

11.7 **Restriction on Alienation:** Before taking actual physical possession of the Said Flat by the Allottee/s in terms of clause hereinabove, the Allottee/s shall not deal with, let out, encumber, transfer or alienate the Said Flat or the rights of the Allottee/s hereunder without the consent in writing of the Developer first had and obtained **provided that** the Allottee/s may do so in case the Allottee/s is/are not in any manner in default in observance of his/her/its/their obligations hereunder but subject nevertheless to the following terms and conditions:

- (i) Any such nomination, transfer, letting out or alienation shall be subject to the terms conditions Agreements and covenants contained hereunder and on the part of the Allottee/s to be observed fulfilled and performed and which would be required to be observed, fulfilled and performed by the Allottee/s only;
- (ii) The Allottee/s shall have previously informed the Developer in writing of the full particulars of such nominee, tenant and/or occupant, it being clarified that in case of leasing out or letting out, the Allottee/s shall also inform to the Developer the full particulars of the rent and all other charges and benefits receivable by the Allottee/s in respect thereof to the extent necessary for assessment of the liability for rates and Taxes and other impositions;
- (iii) The Allottee/s shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.
- (iv) There will be no privity whatsoever between the Developer and the nominee or new transferee before and until a Deed of Conveyance is granted by the Promoters and/or until the nomination has been accepted expressly in writing. The Developer shall be entitled to refuse to accept nomination without assigning reasons.

12. **Representations And Warranties by the Promoters:** The Promoters hereby represent and warrant to the Allottee/s as follows:

12.1 The Promoters have absolute, clear and marketable title with respect to the Said Property; the requisite rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Said Project;

12.2 The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Project;

12.3 There are no encumbrances upon the Said Property or the Said Project;

12.4 There are no litigations pending before any Court of law or Authority with respect to the Said Property, Said Project or the Said Flat And Appurtenances;

12.5 All approvals, licenses and permits issued by the Competent Authorities with respect to the Said Project, Said Property and Said Flat are valid and subsisting and have been obtained

by following due process of law. Further, the Promoters has/have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Said Property, Said Block and Said Flat And Appurtenances and Common Areas till the date of handing over of the Said Project to the Association of Allottees;

- 12.6 The Promoters has/have the right to enter into this Agreement and has/have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 12.7 The Promoter/s has/have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Flat And Appurtenances which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.8 The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the Said Flat And Appurtenances to the Allottee/s in the manner contemplated in this Agreement;
- 12.9 At the time of execution of the deed of sale the Promoters shall handover lawful, vacant, peaceful, physical possession of the Said Flat And Appurtenances to the Allottee/s and the Common Areas to the ssociation of Allottee/s once the same being formed and registered;
- 12.10 The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Property;
- 12.11 The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities till the completion certificate has been issued irrespective of possession of Flat along with Common Areas (equipped with all the Specifications, Amenities and Facilities) has been handed over to the Allottee/s and the Association of Allottees or not;
- 12.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received by or served upon the Promoters in respect of the Said Property and/or the Said Project.
- 13. Rights of Allottee/s:** Subject to, the Allottee/s paying the Total Consideration and other charges as mentioned herein, the Allottee/s shall have the right to the Said Flat And Appurtenances, more fully mentioned in the **Part-III** of the **2nd Schedule** below:
 - 13.1 The Allottee/s shall have exclusive ownership of the Said Flat And Appurtenances;
 - 13.2 The Allottee/s shall also have right to use the Common Areas transferred to the Association of Allottees. Since the share interest of Allottee/s in the Common Areas is undivided and cannot he divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Promoters shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee/s to use the common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;

- 13.3 That the computation of the Total Consideration of the complete Said Flat And Appurtenances in terms of the Specifications, more fully mentioned in '_____', includes recovery of price of land underneath the Said Block, construction of the Said Flat And Appurtenances and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Flat and the Said Project. The Total Consideration exclude Taxes and maintenance charges;
- 13.4 The Allottee/s has/have the right to visit the Said Project site to assess the extent of development of the Said Project and his/her/their flat/s, as the case may be, subject to prior consent of the Said Project engineer and complying with all safety measures while visiting the site.
- 13.5 It is made clear by the Promoters and the Allottee/s agree/s that the Said Flat and Said Car Parking Spaces, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Project is an independent, self-contained project covering the Said Property underneath the Said Block and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s as more fully mentioned _____ hereinabove. It is clarified that Said Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Said Project.
- 13.6 The Promoters agree to pay all outgoings before transferring the physical possession or deem possession, as applicable, of the Said Flat to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Project). If the Promoters fail to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the Said Flat And Appurtenances to the Allottee/s, the Promoters agree to be liable, even after the transfer of the Said Flat And Appurtenances, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 13.7 The Allottee/s has/have paid a sum equivalent to 10% (ten percent) of the Total Consideration as booking amount being part payment towards the Total Consideration of the Said Flat And Appurtenances which includes token amount/any advances paid at the time of application the receipt of which the Promoters hereby acknowledge and the Allottee/s hereby agree/s to pay the remaining price of the Said Flat And Appurtenances, as prescribed in the Payment Plan _____ as may be demanded by the Promoters within the time and in the manner specified therein: Provided that if the Allottee/s delay/s in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- 13.8 **Cancellation by Allottee/s:**The Allottee/s shall have the right to cancel/ withdraw his/her/their allotment in the Said Project as provided in the Act:Provided that where the Allottee/s propose/s to cancel/withdraw from the Said Project without any fault of the Promoters, the Promoters herein is entitled to forfeit the booking amount paid for the allotment.

13.9 **Compensation:**The Promoters shall compensate the Allottee/s in case of any loss caused to him due to defective title of the Said Property, on which the Said Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoters fail to complete or is unable to give possession of the Said Flat And Appurtenances (i) in accordance with the terms of this Agreement, duly completed by the date _____ or (ii) due to discontinuance of the business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoters shall be liable, on demand to the Allottee/s, in case the Allottee/s wish to withdraw from the Said Project without prejudice to any other remedy available, to return the total amount received by the Promoters in respect of the Said Flat And Appurtenances, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due;

Provided that where if the Allottee/s do/does not intend to withdraw from the Said Project, the Promoters shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Flat And Appurtenances which shall be paid by the Promoters to the Allottee/s within 45 (forty five) days of it becoming due.

14. Covenants

14.1 **Allottee/s' Covenants:** The Allottee/s covenant/s with the Promoters (which expression includes the Association (upon formation) in all Sub-Clauses of Clause _____, wherever applicable) and admit/s and accept/s that:

14.1.1 **Allottee/s Aware/s of and Satisfied with Common Portions and Specifications:** The Allottee/s, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee/s has/have examined and is acquainted with the Said Project/Said Block and has/have agreed that the Allottee/s shall neither have nor shall claim any right over any portion of the Said Block/Said Project **save and except** the Said Flat And Appurtenances.

14.1.2 **Allottee/s to Mutate and Pay Rates & Taxes:** Subject to the provisions of Clauses _____, the Allottee/s shall (1) pay all fees and charges and cause mutation in the name of the Allottee/s in the records of all local authorities and the office of the BL&LRO, within 30 (thirty) days from the Date Of Possession and (2) pay the Rates & Taxes (proportionately for the Said Block and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Allottee/s), on the basis of the bills/demand to be raised by the Promoters and/or local authorities and the BL&LRO, such bills/demands being conclusive proof of the liability of the Allottee/s in respect thereof. The Allottee/s further admit/s and accept/s that the Allottee/s shall not claim any deduction or abatement in the aforesaid bills/demands. The Allottee/s further admit/s and accept/s that the Allottee/s shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation).

- 14.1.3 **Allottee/s to Pay Maintenance Charge and Common Expenses:** Subject to the provisions of Clause _____ above, the Allottee/s shall pay the Maintenance Charge and Common Expenses on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee/s in respect thereof. The Allottee/s further admit/s and accept/s that (1) the Allottee/s shall not claim any deduction or abatement in the bills relating to Maintenance Charge and Common Expenses and (2) the Maintenance Charge and Common Expenses shall be subject to variation from time to time, at the sole discretion of the Promoters/the Facility Manager/the Association (upon formation).
- 14.1.4 **Allottee/s to Pay Interest for Delay and/or Default:** The Allottee/s shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer, within 7 (seven) days of presentation thereof, failing which the Allottee/s shall pay interest @ 18% (eighteen percent) per annum or part thereof, for the period of delay, computed from the date the payment became due till the date of payment, to the Developer. The Allottee/s also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee/s and the Allottee/s shall be disallowed from using the Common Portions.
- 14.1.5 **Promoters' Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Allottee/s to the Promoters **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 14.1.6 **No Rights of or Obstruction by Allottee/s:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
- 14.1.7 **Allottee/s to Participate in Formation of Association:** Subject to the provisions of Clause _____, the Allottee/s admit/s and accept/s that the Allottee/s and the other Intending Buyers of Flats in the Said Block form the Association and the Allottee/s shall become the member thereof The Allottee/s shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard, the Allottee/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyer further admits and accepts that the Buyer shall not object to the Intending Buyers of the Said Building joining the Association.
- 14.1.9 **Obligations of Allottee/s:** The Allottee/s shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Common Portions, the Specified Facilities by the Developer/the Facility Manager/the Club Manager, as applicable.
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association for the beneficial common enjoyment of the Said Block and the Common Portions.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions, from the Date Of Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space in the Said Block. The Allottee/s shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block and outside walls of the Said Block **save** in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Allottee/s use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Allottee/s shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummery, hostel, boarding house, restaurant, nursing home, club, coaching center or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat at the cost of the Allottee/s.
- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places.
- (i) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Allottee/s makes any alterations/changes, the Allottee/s shall compensate the Developer/the Association (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.

- (j) **No Structural Alteration And Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Block/Said Project. The Allottee/s shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block. The Allottee/s shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner save and except such grills on the railings of the balcony, which may be specifically designed by the Architect for that purpose. Grills may be installed by the Allottee/s on the inner side of the doors and windows of the Said Flat. The Allottee/s shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Allottee/s that no out-door units of split air-conditioners will be installed on the external walls of the Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee/s shall install the out-door unit of the same either inside the Allottee/s' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee/s accept/s that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Block, which is beneficial to all.
- (k) **No Sub-Division:** not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.
- (l) **No Changing Name:** not change/alter/modify the names of the Said Block/Said Project from that mentioned in this Agreement.
- (m) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Said Parking Space (if any) or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (n) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (o) **No Obstruction to Developer/Club Manager/Facility Manager/Association:** not obstruct the Developer/the Club Manager/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Block and selling or granting rights to any person and/or on any part of the Said Block(excepting the Said Flat and the Said Parking Space, if any).
- (p) **No Obstruction of Common Portions/Specified Facilities:** not obstruct the pathways and passages of the Common Portions or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space (if any).

- (q) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/Facility Manager/Club Manager/Association (upon formation) for the use of the Common Portions.
- (r) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefore.
- (s) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space (if any), the Common Portions, the Said Property and the Said Block/Said Project, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (t) **No Storing of Hazardious Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space (if any), the Common Portions, the Said Property and the Said Block/Said Project. Further no parking of two wheeler/s or car/s should be allowed or permitted in any area other than specified to the Allottee/s specifically.
- (u) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block **save** at the place or places provided thereof **provided that** this shall not prevent the Allottee/s from displaying a standardized name plate outside the main door of the Said Flat.
- (v) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (w) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space (if any).
- (x) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (y) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Allottee/s or the family members, invitees, servants, agents or employees of the Allottee/s, the Allottee/s shall compensate for the same.
- (z) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (aa) **No Smoking in Public Place:** not smoke in public places of the Said Block and the Allottee/s and his/her /their guests shall not throw empty cigarette cartons, cigarette butts

and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.

- (ab) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ac) **No Littering:** not throw or allow to be thrown litter in the Said Block.
- (ad) **No Trespassing:** not trespass or allow to be trespassed over lawns and green plans within the Said Block.
- (ae) **No Overloading Lifts:** not overload the passengers lifts and move goods only through staircase of the Said Block.
- (af) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.
- (ag) **No Covering of Common Portions, Specified Facilities etc.:** not cover the Common Portions or the Specified Facilities, fire exits and balconies/terraces (if any) of the Said Flat.

14.1.11 **Notification Regarding Letting/Transfer:** If the Allottee/s let/s out or sells the Said Flat And Appurtenances, the Allottee/s shall immediately notify the Developer/Facility Manager/the Association (upon formation) of the tenant's/transferee's name, address and telephone number.

14.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee/s has/have accepted the scheme of the Developer to construct/develop the Said Block and to construct on other portions of the Said Property and hence the Allottee/s has/have no objection to the continuance of construction in the other portions of the Said Block, even after the Date Of Possession Notice. The Allottee/s shall not raise any objection arising out of the said construction/developmental activity.

14.1.13 **No Right in Other Areas:** Excepting only User Rights on Specified Facilities, the Allottee/s shall not have any right in the other portions of the Said Property/Said Block.

14.1.14 **Roof Rights:** The top roof of the Said Building shall remain common to all Intending Buyers of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Notwithstanding the above, the Developer shall always have the right of further construction on the entirety of the Common Roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have be the Common Roof for common use of all Intending Buyers of the Said Building.

14.1.15 **No Objection In Use of Common Portions etc:** The Allottee/s hereby expressly agree/s and covenant/s with the Developer that, the Allottee/s shall not raise any objection of any nature whatsoever, if the other owners of any adjacent Project [developed or to be developed by the Developer] use the Common Portion along with the Allottee/s.

14.1.16 **Easements And Quasi-easements:** The Allottee/s shall allow each co-other, the Owners, the Developer and the Association, upon formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- (a) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
- (b) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Property/Said Block.
- (c) **Right Over Common Portions:** The absolute unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.
- (d) **Appurtenances of Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances.
- (e) **Right of Entry:** The rights to use the pathways, ways, Said Property and/or Common Portion of the Said Block to enter, use and enjoy any adjacent Said Project and/or any other Said Project.

14.2 **Promoters Covenants:** The Promoters [Owners and the Developer] covenant with the Allottee/s and admit/s and accept/s that:

14.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners and the Developer by executing conveyance in favour of the Allottee/s provided the Allottee/s pays all amounts required for the same.

14.2.2 **Documentation for Loan:** The Promoters shall provide to the Allottee/s all available documents so that the Allottee/s may get loan from banks and financial institutions.

14.2.3 **No Interruption:** The Allottee/s shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Said Project nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee/s or because of any act or omission on the part of the Allottee/s, the Promoters are restrained from construction of the Said Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Promoters may have the Allottee/s shall be liable to compensate and also indemnify the Promoters for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by them.

15. **Mode of Payment:** Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan through A/c Payee

cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoters payable at Kolkata at its office.

- 16. Compliance of Laws Relating To Remittances:** The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoters accept no responsibility in regard to matters specified in Clause _____ above. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws, The Promoters shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the Said Flat applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

- 17. Adjustment/Appropriation of Payments:** The Allottee/s authorize/s the Promoters to adjust appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee/s against the Said Flat And Appurtenances, if any, in his/her/their name/s and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his/her payments in any other manner.

18. Time is Essence:

The Promoters shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Said Flat And Appurtenances to the Allottee/s and the Common Areas to the association of Allottee/s subject to the same being formed and registered.

19. Events of Defaults And Consequences

- 19.1 Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events:
- (i) Promoters fail to provide ready to move in possession of the Said Flat And Appurtenances to the Allottee/s within the time period specified in Clause _____ or fail/s to complete the Said Project within the stipulated time disclosed at the time of registration of the Said Project

with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Said Flat And Appurtenances shall be in a habitable condition which is complete in all respects including the provision of all Specifications, Amenities and Facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority;

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

19.2 In case of Default by Promoters under the conditions listed above, Allottee/s is/are entitled to the following:

- (i) Stop making further payments to Promoters as demanded by the Promoters. If the Allottee/s stop making payments the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- (ii) The Allottee/s shall has/have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Said Flat And Appurtenances, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice subject to the Allottee/s shall prior to receipt of refund on the above account from the Promoters, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoters;

Provided that where an Allottee/s do/es not intend to withdraw from the Said Project or terminate the Agreement, he/she/they shall be paid, by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Flat And Appurtenances, which shall be paid by the Promoters to the Allottee/s within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee/s fail/s to make payments for consecutive demands made by the Promoters as per the Payment Plan more fully _____, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoters on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoters in this regard, the Promoters upon 30 (thirty) days written notice may cancel the allotment of the Said Flat And Appurtenances in favour of the Allottee/s and refund the money paid by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

20. Conveyance of the Said Flat And Appurtenances: The Promoters, on receipt of Total Consideration of the Said Flat And Appurtenances as per _____ under the Agreement from the Allottee/s, shall execute a deed of sale drafted by the Promoters' Solicitor, as to be nominated by the Promoters time to time and convey the title of the Said Flat And Appurtenances together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the Allottee/s.

However, in case the Allottee/s fail/s to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authorize the Promoters to withhold registration of the deed of sale in his/her/their favour till payment of stamp duty and registration charges and the Allottee/s shall be bound by its obligations as more fully mentioned in Clause _____ of this Agreement.

21. Maintenance of the Said Block/Said Flat And Appurtenances/Said Project

The Promoters shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance of the Said Project by the Association of Allottee/s, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the Said Project.

22. 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 Promoters as per the Agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee/s from the date of obtaining completion certificate, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

23. Right to Enter the Said Flat for Repairs: The Promoters/Maintenance Agency/Association of Allottee/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee/s agree/s to permit the association of Allottee/s and/or Maintenance Agency to enter into the Said Flat And Appurtenances for 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.

24. Usage

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

25. Compliance with Respect to the Said Flat

25.1 Subject to Clause _____above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Said Flat at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block/Said Project, or the Said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Flat and keep the Said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block/Said Building is not in any way damaged or jeopardized.

25.2 The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Allottee/s and/or maintenance agency appointed by Association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

26. 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 Said Project.

27. Additional Constructions

The Promoters undertake that the Promoters have no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and Specifications, Amenities and Facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

28. Promoters Shall Not Mortgage Or Create A Charge

After the Promoters execute/s this Agreement the Promoters shall not mortgage or create a charge on the Said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage

or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Said Flat. During the period of construction or before that, the Promoters may obtain construction finance but without creating any liability on Allottee/s.

29. **Apartment Ownership Act (or the Relevant State Act)**

The Promoters have assured the Allottee/s that the Said Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoters showing compliance of various laws/ regulations as applicable in the Said Act.

30. **Binding Effect**

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoters. If the Allottee/s fail to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

31. **Entire Agreement**

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

32. **Right To Amend**

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

33. **Provisions of this Agreement applicable on Allottee/s / Subsequent Allottee/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 Said Flat and the Said Project shall equally be applicable to and enforceable against and by any subsequent Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Sai Flat for all intents and purposes.

34. **Waiver not A Limitation To Enforce**

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

34.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to

enforce each and every provision.

35. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there-under 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.

36. Method of Calculation of Proportionate Share wherever Referred to in the Agreement

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s) in the Said Project, the same shall be the proportion which the carpet area of the Said Flat bears to the total carpet area of all the flat/s unit/s in the Said Project.

37. 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.

38. Place of Execution

The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in _____ after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

39. Notices

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

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

40. Joint Allottees

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottees 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 Allottees.

41. Savings

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee/s in respect of the any flat, prior to the execution and registration of this Agreement for Sale for such flat, shall not be construed to limit the rights and interests of the Allottee/s under the Agreement for Sale or under the Act or the rules or the regulations made there under.

42. 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 there under including other applicable laws of India for the time being in force.

43. Dispute Resolution

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

1st Schedule Part-I (Said Property)

All That specially demarcated piece and parcel of land classified as 'Danga', admeasuring an area of 138 (one hundred and thirty eight) decimal, more or less equivalent to 83 (eighty three) *cottah* 9 (nine) *chittack* and 12 (twelve) square feet, more or less out of total land measuring 157 (one hundred and fifty seven) decimal having rayati rights therein, lying at *Mouza* Manikpore, Pargana Margura, *Touzi* No. 25, J.L. No. 77, R.S. No. 226, being (i) 52 (fifty two) decimal, more or less formerly in R.S and L.R *Dag* No. 213 under R.S. *Khatian* Nos. 82 And (ii) 24 (twenty four) decimal out of 43 (forty three) decimal R.S and L.R *Dag* No 353 under R.S. *Khatian* No. 38 And (iii) 41 (forty one) decimal in R.S and L.R *Dag* No 354 under R.S. *Khatian* No. 387, And (iv) 21 (twenty one) decimal in R.S and L.R *Dag* No 355 under R.S. *Khatian* No. 138 at present lying within the local limits of Rajpur-Sonarpur Municipality under Ward No. 23, Presently being portion of Holding No. 484, Ghoshal Para, under Police Station and Sub- Registry Office at Sonarpur, District- South 24 Parganas which at present recorded in the name of the present owners under L.R *Khatian* Nos. 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627,1628,1629,1630 and butted and bounded as follows:-

North : Part portion of R.S. *Dag* -353, & Land of R. S *Dag* No- 214,209;

South : Municipal Road and Land of R.S.-382,356,357;

East : Land of R.S *Dag* No 212,359,358;

West : Municipal Road & Part portion of R.S. *Dag* No-353;

Part-II

(Devolution of Title)

- A. By a Bengali Deed of Sale dated 17th December, 1935, registered in the Office of the Sadar Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No.105, at Pages from 205 to 208, Being No. 5126, for the year 1935, Harisadan Das duly purchased and acquired at and for a consideration mentioned therein from one Hemangini Dasi, All That the piece and parcel of land classified as 'Danga', admeasuring an area of 105 (one hundred and five) decimal, more or less, situate, lying at Mouza Manikpur,, Touzi No. 95 & 412, comprised in Khatian Nos. 45 and 387, R.S. Dag Nos.353, 354 and355, within the limits of Rajpur -Sonarpur Municipality, Said PropertyDistrict of South 24 Parganas. (First Portion of Mother Property)
- B. By another Bengali Deed of Sale dated dated 7th December, 1949, registered in the Office of the Sub Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No.66, being Deed No. 5693, for the year 1949, Harisadan Das further purchased and acquired at and for a consideration mentioned therein from one Motilal Das, Sailendra Nath Das and Dukhiram Das All That the piece and parcel of land classified as 'Danga', admeasuring an area of 52 (fifty two) decimal, more or less, situate, lying at Mouza –Manikpur,, Touzi No. 95. J.L. No. 77, R.S. No. 226, comprised in R.S. Khatian No. 82, R.S. Dag No. 213, within the limits of Rajpur Sonarpur Municipality, District of South 24 Parganas. (Second Portion of Mother Property)Said Property
- C. Thus, by virtue of the aforesaid purchases Harisadan Das became the sole and absolute owner of the First Portion of Said Property and the Second Portion of Said Property, Said PropertySaid Propertycollectively admeasuring 157 (one hundred and fifty seven) decimal, more or less, (collectively Mother Property).
- D. By a Bengali Deed of Sale dated dated 17th January, 1967, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No.8, at Pages 162 to 169, Being Deed No. 202, for the year 1967, Harisadan Das sold the entirety of the Mother Property to Lila Rani MukherjeeSaid PropertySaid Property.
- E. Rani Mukherjee died intestate on 10/09/1983 leaving behind her husband namely, Ajit Kumar Mukherjee, and 2 (two) sons, namely, Ashis Kumar Mukherjee and Ashim Kumar Mukherjee and 2 (two) daughters, namely, , Swati Bhattacharjee and Shika Ganguly, as her only legal heirs and heiresses (collectively Legal Heirs Of Late Lila Rani Mukherjee), who jointly and in equal share inherited the entirety of the Said Property. .

- F. By a Deed of Partition dated 9th March, 1990, registered in the Office of the Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 93, at Pages 29 to 69, being Deed No. 3183, for the year 1990, executed between the Legal Heirs Of Late Lila Rani Mukherjee, Ashim Kumar Mukherjee, being one of the Legal Heirs Of Late Lila Rani Mukherjee has been allotted the Said Property, absolutely . Subsequently, the Said Property has been numbered and came to be known as Municipal Premises No. 484 & 487(For,erly municipal holding no 383), Ghosal Para within Ward No. 23 of Rajpur Sonarpur Municipality.
- G. That by a Deed of Conveyance dated 14th May, 2013, registered in the Office of the Additional District Sub -Registrar, Sonarpur, recorded in Book No. -I, Volume No.13,at Pages from 1817 to 1837, Being Deed No. 05845, for the year 2013, Ashim Kumar Mukherjee transferred, conveyed unto and in favour of the Owners herein out of the said Property All That the demarcated piece and parcel of land classified as ‘Danga’, admeasuring an area of 138 (one hundred and thirty eight) decimal, more or less, out of the Mother Property morefully described in the 1st SCHEDULE hereunder written (Said Property).
- H. The Owners have entered into a Development Agreement dated 16th January, 2014, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 1, at Page from 7213 to 7231, Being Deed No. 00430, for the year 2014 with Pacefic Developer Private Limited (PAN AAHCP2327D), a company incorporated under the provision of the Companies Act. 1956 having it registered office at 42, Sreerampore East, Garia, Police Station Patuli, Kolkata 700084 and has also executed a General Power of Attorney dated 16th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 1, Page from 7193 to 7212, being Deed No. 00431, for the year 2014 in favour of the Pacefic Developer Private Limited. And thus have appointed Pacefic Developer Private Limited as developer of the Said Property. But, subsequently, the Owners and Pacefic Developer Private Limited have decided not to go ahead with the said Development Agreement and have amicably decided to cancel the said Development Agreement. The aforesaid cancellation was recorded in the cancellation of the Development Agreement dated _____,
- I. The Owners have entered into a Development Agreement dated 31st March, 2017, registered in the Office of the District Sub-Registrar, D.S.R. IV, South 24 parganas, in Book No. I, CD Volume No. 1604-2017, at Page from 42418 to 42515, Being Deed No. 01499, for the year 2017 with the Realmark Realty Private Limited and has also executed a General Power of

Attorney dated 31st March, 2017, registered in the Office of the District Sub-Registrar, D.S.R. IV, South 24 parganas, in Book No. I, CD Volume No. 1604-2017, Page from 42123 to 42171, being Deed No. 01506, for the year 2017 in favour of the the Realmark Realty Private Limited. And thus have appointed Realmark Realty Private Limited as developer of the Said Property. But, subsequently, the Owners and Realmark Realty Private Limited have decided not to go ahead with the said Development Agreement and have amicably decided to cancel the said Development Agreement. The aforesaid cancellation was recorded in the cancellation of the Development Agreement dated _____,

- J. The within named Owners and the Developer agreed to that the Developer shall be at liberty to construct the New Building at the Said Property entirely at the cost and expenses of the Developer, in accordance with the drawings, plans and specification as would be sanctioned by Rajpur-Sonarpur Municipality and/or by any other authority subject to modification and/or deviation and/or addition and/or alteration as the case may be on the basis of the terms and condition contained hereinafter appearing.

2nd Schedule
Part I
(Said Flat)

Residential Flat No. _____ on _____ floor, having super built-up area measuring _____ (_____) more or less corresponding to carpet area measuring _____ (_____) square feet, more or less, comprised in Block _____, delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon in the proposed residential project to be called as “**Kabyo Neer**” (**Said Project**), to be constructed on the Said Property, being divided and demarcated portion of land situates, lying at and being a portion of Municipal Holding Nos. 484 and 487, Ghosh Para (formerly Municipal Holding No. 383, Ghosh Para], Police Station Sonarpur, Post Office Sonarpur, within Ward No. 23 of the Rajpur-Sonarpur Municipality, Additional District sub-Registration Sonarpur, District South 24 Parganas, more fully described in the **Part-I** of the **1st Schedule** above.

Part II
(Said Parking Space)

Car Parking for Medium Sized Car – Right to Park

Sl. No.	Quantity in No.	Covered/Open
1		

Part III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2nd Schedule** above, if any.

3rd Schedule
(Common Portions/Area)

• Per friendly zone	• Plantation all around the driveway
• Landscaped Garden	• Terrace Gazabo
• Fitness Gymnasium	• Intercom Facility
• Swimming pool	• CCTV Surveillance
• Beautiful Entrance Lobby with Gate	• Multipurpose court
• Outdoor Children's Play Area	• Yoga & Meditation Area
• Indoor Games Room	• 24 Hour Power Back up
• Waterfall feature	• Sun deck
• Community hall with kitchen & bathroom	• Designer pergola
	• Jogging track

4th Schedule

Part-I

(Total Consideration)

The Total Consideration payable for the Said Flat is Rs. _____ (Rupees _____) and Rs. _____, for Said Parking space in the Garage /Covered /Open thus totalling to Rs _____ /- (_____) for the Said Flat and Appurtenances

Part-II

(Payment Plan)

Sl.	Payment Schedule	Amount
1	On Booking	Rs. 51,000/-

2	On Agreement	10% of total consideration + Applicable Tax (inclusive of the Application Money)
3	On Registration of Agreement	10% of total consideration + Applicable Tax
4	On of Foundation	10% of total consideration + Applicable Tax
5	On 1 st Floor Casting	10% of total consideration + Applicable Tax
6	On 2 nd Floor Casting	10% of total consideration + Applicable Tax
7	On 3 rd Floor Casting	10% of total consideration + Applicable Tax
8	On 4 th Floor Casting	10% of total consideration + Applicable Tax
10	On Brick Works	10% of total consideration + Applicable Tax
11	On Flooring	10% of total consideration + Applicable Tax
15	On Possession	10% of total consideration + Applicable Tax

In

addition to the Total Consideration, the Alottee/s shall also pay to the Promoters, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs.75/- (Rupees seventy five) per square feet, based on the super built-up area of Said Flat And Appurtenances, to the Promoters.	On the Date Of Possession
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 Promoter.	
Generator: stand-by power supply to the Said Flat from diesel generators, @ Rs.25/- (Rupees twenty five) per sq. ft.	50% (fifty percent) of the documentation charge shall be paid at the time of this Agreement and the balance 50% (fifty percent) shall be paid on the Date Of Possession

Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	

**5th Schedule
(Specifications)**

Structure	:	RCC frame and brick wall
Exterior Wall	:	Weather coat / Texture Paint finish
Interior Wall	:	POP Finish on walls & ceiling
Ground Lobby and Stairs	:	Decorated lobby with Marble, Granite or Tiles finish
Flooring	:	Vitrified tiles in all bedrooms and living/dining
Doors	:	Painted flush door with magic eye in main door and frame of Salwood
Windows	:	Powder coated aluminum sliding windows with glass along with integrated grills
Toilet	:	Anti-skid floor tiles, ceramic wall tiles upto door height. CP fittings and white sanitary wares of reputed make. Geysers in all toilets
Kitchen	:	Anti-skid flooring with granite counter. Ceramic tiles wall cladding upto 3 feet over the counter One stainless steel sink. Three 15A plug points and two 5A plug points
Electricals	:	Concealed Insulated Copper wiring with Sufficient switches and MCB in each flat. AC point in all bedrooms and living/dining. Generator back up
Lift	:	Two automatic lifts

Fire Fighting : Equipped with modern fire fighting system and equipments.

6th Schedule

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottee on a non-exclusive basis along with allottee/s/occupants in the Whole Project)

Sr. No.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other <u>areas, facilities and amenities</u> for common use and enjoyment of <u>Said</u>

7th Schedule

(Covenants)

The Allottee/s covenant/s with the Promoters (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admit/s and accept/s that:

1. **Satisfaction of Allottee:** The Allottee/s is/are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer, the sanctioned plans, all the background papers, the right of the Owners and the Developer to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee/s and the negative covenants mentioned in this Agreement and the Allottee/s hereby accepts the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee/s, upon full satisfaction and with complete knowledge of the Common Areas (described in 3rd Schedule above) and Specifications (described in 5th Schedule above)

and all other ancillary matters, is entering into this Agreement. The Allottee/s have examined and is acquainted with the Said Block and has agreed that the Allottee/s shall neither have nor shall claim any right over any portion of the Said Block and/or the Said Project and/or the Said Project **save and except** the Said Flat And Appurtenances.

3. **Facility Manager:** The Promoters shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Allottee/s shall be bound to pay the Common Expenses/Maintenance Charges (described in 8th Schedule below) to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee/s and it shall be deemed that the Facility Manager is rendering the services to the Allottee/s for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Project.
4. **Allottee/s to Pay Common Expenses/Maintenance Charges:** The Allottee/s shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee/s in respect thereof. The Allottee/s further admit/s and accept/s that (1) the Allottee/s shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoters /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
5. **Promoters' Charge/Lien:** The Promoters shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Allottee/s to the Promoters **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoters shall stand extinguished on the financial institution clearing all dues of the Promoters.
6. **No Obstruction by Allottee/s to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoters shall be entitled to construct further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Project and the Allottee/s shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee/s due to and arising out of the said construction/developmental activity. The Allottee/s also admit/s

and accept/s that the Promoters and/or employees and/or agents and/or contractors of the Promoters shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee/s shall not raise any objection in any manner whatsoever with regard thereto.

7. **Obligations of Allottee/s:** The Allottee/s shall:

7.1 **Said Club:**

7.1.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Project (**Said Club**), intended for use and enjoyment of all allottees of the Said Project and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee/s (2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottee/s hereby unconditionally accept/s the proposed usage of the Said Club by the other allottees of the Said Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Said Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.

7.1.2 **Membership Obligation of Allottee/s:** Membership of the Said Club being compulsory for all allottees of the Said Project, the Allottee/s (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee/s understand/s and accept/s that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottee) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Allottee/s of the club scheme shall be a condition precedent to completion of sale of the Said Flat And Appurtenances in terms of this Agreement.

7.1.3 **Membership Scheme of Said Club:** The Allottee/s understand/s and accept/s that (1) membership of the Said Club shall be open only to the allottees of the Said Project/Said Block and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) Save and except for the Other Members, membership is open only to individuals (i.e. no

corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Flat, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an allottee lets out his/her Flat, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee/s.

7.1.4 **Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottee/s understand/s and accept/s that the Promoters shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoters.

7.1.5 **Commencement of Operation of Said Club:** The Promoters reasonably expect that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Allottee/s understand/s and accept/s that the Completion Date of the Said Flat has no connection and correlation with the Said Club becoming operational and the Allottee/s shall not raise any claim or objection in this regard.

7.1.6 **Club Manager:** The Allottee/s understand/s and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee/s further understand/s and accept/s that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoters and the allottees of the Said Project/Other Members shall have no right to replace the Club Manager.

7.1.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottee/s understand/s and accept/s that (1) the Allottee/ do/es not have to pay any membership fee for membership of the Said Club as the Total Consideration includes the membership fee but future transferees of the Allottee/s may have to pay separate amounts towards membership fee (2) the Allottee/s may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee/s will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee/s resides at the Said Flat, which shall be

determined at the time of opening of the Said Club, at the sole discretion of the Promoters and this shall be in addition to the Common Expenses/Maintenance Charges.

7.1.8 **User Charge:** The Allottee/s understand/s and accept/s that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and** (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

8. **Nomination:** The Allottee/s admit/s and accept/s that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Allottee/s will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoters) as nomination charge to the Promoters, if the cancelation is done beyond 15 (fifteen) days from the date of execution of this Agreement, **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

(a) The Allottee/s shall make payment of all dues of the Promoters in terms of this Agreement, up to the time of nomination.

(b) The Allottee/s shall obtain prior written permission of the Promoters and the Allottee/s and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Developer.

(c) The Allottee/s shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoters' legal advisors towards the tripartite Nomination Agreement.

(d) Subject to the approval and acceptance of the Promoters **and subject to** the above conditions, the Allottee/s shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

8th Schedule (Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottes.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex **save** those separately assessed on the Allottee.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

44. Execution and Delivery

44.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

[_____] **[Being Constituted Attorney of]**
**(Bijoy Ghosh Swapan Kumar Ghosh Subrata Majumder Babulal Paul Sumon
Majumder Niranjana Paul Chanchal Paul Dolly Paul Bhaja Ranjan Paul Tanmoy
Ghosh Dilip Kumar Dutta Niva Dutta)**
[Owners]

[_____] **[Realmark Arannya LLP]**
[Developer]

[_____] [_____] **[Allottees]**

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____
