

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this (Date) day of (Month),
20.....,

By Between

1. SRI SANTOSH KUMAR MUKHERJEE, PAN-AWYPM0792R, Son of late Panchanan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired person, residing at-25/7/1, Barada Sarani, P.O.-Haridevpur, P.S.-Thakurpukur now Haridevpur, Kolkata-700082, Distict-South 24 parganas & **2) SMT.BANI CHAKRABORTY, PAN-ATRPC2846C**, Wife of Sri Naresh Chandra Chakraborty, by faith Hindu, by occupation service, by Nationality Indian, residing at 155, Mahatma Gandhi Road, holding No.25/7, Barada Sarani, P.O.-Haridevpur, PS-Thakurpukur now Haridevpur, Kolkata-700082, Dist-South 24 parganas, hereinafter called and referred to as the “**OWNER**” represented by their constituted attorney “**M/S.BALAJI**”, a Proprietorship firm, having its registered office at 353/3A, Mahatma Gandhi Road, Kolkata-700082, police station previously Thakurpukur, now Haridevpur, Distict: South 24 parganas, represented by its proprietor **SRI SANJAY AICH, PAN-AGEPA 9773 G**, Son of Sri Nemai Chandra Aich, by faith Hindu, by occupation Business, nationality Indian, residing at 353/3A, Mahatma Gandhi Road, P.O-Haridevpur, Kolkata-700082, Police station previously Thakurpukur, now Haridevpur, Dist-South 24 parganas, by virtue of a power of Attorney registered before the office of DSR-II Alipore and recorded in book No.I, Volume No.1602-2016, pages-197020 to 197040, Being No.160206777, for the year 2016 (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**:

Owner No.1, 2, 3 and 4 are being represented by/or acting through their Constituted Attorney **SRI SANJAY AICH**, proprietor of **M/S. BALAJI.**, one of the co-owners (owner no.5 herein) (**having PAN-AGEPA9773G and Phone-9830043856 (Aadhaar No.3478 3087 9956)**), son of Sri Nemaï Chandra Aich, by faith-Hindu, Nationality - Indian, by occupation-Business, residing at 353/3A, Mahatma Gandhi Road, P.O-Haridevpur, Kolkata-700082.

AND

[If the allottee is a Company]

(CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at

(PAN), represented by its authorized signatory (Aadhar No), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr aged about Years, residing at, (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. (AadharNo.....)

Son/daughter/wife of..... Aged about Years for self and as the

Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitted assigns).

(Details of other allottees to be inserted, in case of more than one allottee)

The owner, the promoter and allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party".

DEFINITIONS:

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

- a) **"Act"** means the West Bengal Housing Industry Regulation act, 2017 (West Bengal Act XLI of 2017);
- b) **"Rules"** means the West Bengal Housing Industrial Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **"Regulations"** means the Regulations made under the means the West Bengal Housing

- d) Industry Regulation Act, 2017;
“Section” means a section of the Act.

WHEREAS:

- A. The Owners are seized and possessed of and/or sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 04 Cottahs 08 Chattaks 289.691 Sqm. but as per L.R. Alipore Records and also KMC assessment records land measures more or less **85 decimals** (the split up of the land being :- **85 decimals** (as per R.O.R share- 0.5833) out of 12 decimals of J.L.No-12,Dag No.634, **Khatian No.50,Assessee No.411220716410.**
- B. Khatian No.50) along with 289.691 Sqm. Tin Shed structure standing thereon situate and lying at **Mouza-Haridevpur**, J.L.No.25, ,Dag No.634, Pargana-South 24, Police Station at Haridevpur, (Previouly Thakurpukur) A.D.S.R.office at Alipore comprising in Dag No.634, **Khatian No.50**, R.S.Khatian No.50 plus **6 decimals** (as per R.O.R.share-10000) of Dag No.634, **Khatian No.50** plus **21 decimals** (as per R.O.R.share-0.8400) out of 25 decimals of R.S.Dag No.634,
,Haridevpur, Ward No.122 of Kolkata Corporation, P.S.Haridevpur (previouly Thakurpukur) District-South 24-Parganas, Kolkata-700082, hereinafter referred to as the “SAID ENTIRE PRIMISES” more fully described in SCHEDULE-A and also demarcated in a Plan Annexed hereto and marked ANNEX-A vide sale deed **by way of five separate sale deeds which was duly registered at A.D.S.R.Alipore and recorded in Book No.I, Volume No. 406-2019, Pages from 108 to 117, Being No. 16349; Book No. I, Volume No. 74, Pages from 58 to 65, Being No. 4396; Book No. I, Volume No. 1602-2015, Pages from 36242 to 36269, Being No. 160206628; Book No. I, Volume No. 1602-2015, Pages from 36270 to 36296, Being No. 160206629 and Book No. I, Volume No. 1602-2019, Pages from 136886 to 136898, Being No. 16203904,Volume No-I,page from 221596 to 221612,Being No.16206232,volume-I,page from 221580 to 221595,Being No.160206233,Book No-IV,Volume No-I,page from 7384 to 7395,Being No-16200368,Book No-1,Volume No-I,page from 197020 to 197040,Being No.16206777 for the year 2016 and also a deed of declaration executed on 30/06/2016 at A.D.S.R. Alipore and recorded in Volume No-I,page from 197020 to 197040,Being No.16206777 for the year 2016 .**
- C. **The** Said Land is earmarked for the purpose of building a residential project comprising a multistoried apartment building and the said project shall be known as “**BALAJI**”.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities in respect of the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.
- E. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval no. **2019130125 dated 27.09.2019.**
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be

from The Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to this approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

- G.** The Promoter has registered the Project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no.
- H.** The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square feet, type, on floor in the building along with/without garage/covered parking no. admeasuring _____ sq. ft. on the ground floor, as permissible under the applicable law and of pro rata share in the common areas (“common Areas”) as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule B and the floor plan or the Apartment is annexed hereto and marked as Schedule B).
- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- K.** 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.
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking space as specified in Para J.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows :

1. TERMS :

Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Apartment as specified in Para 'J'.

The Total Price for the Apartment based on carpet area is Rs (Rupees only) ("**Total Price**").

Block/Building/Tower..... No.....

Apartment No..... Type.....

Floor..... Carpet Area..... (Superbuilt-up Area)

With/without car parking for Rs.....Total price.....

Extra Charges :-

- 1) Transformer, Cabling, Service Line, Deposits etc. – @40/- per sq.ft. (individual WBSEB meter to be paid directly by Allottee)
- 2) Iron Removal Plant with distribution system, valves- @20/- per sq.ft.
- 3) Power Backup/Generator it's distribution of 500 Watt etc. -Rs.25000/-
- 4) Maintenance Deposit @ 10/- per sq.ft. of superbuilt-up area.
- 5) Legal Charges – Rs. 20,000/-
- 6) Fixed Miscellaneous for Registration – Rs.5000/-
- 7) Advance Maintenance for one year – Rs.18/- per sq.ft.

Explanation :

- (i) The total price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The total price above includes Taxes (considering of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of the handing over the possession of the Apartment to the Allottee and the 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 Promoter shall be increased/reduced based on such change/modification.
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the 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;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein, in addition, the Promoter 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;

- iv) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also the common areas, internal development charges, taxes, cost of providing electric wiring, electric connectivity to the Apartment, lift, water line and plumbing, finishing with point, marbles/tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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 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 charges from the Allottee.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 5% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. non the basis on which sale is effected) in respect of the apartment, plot or building, as the case may be, without the prior written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alteration as may be required by the Allottee, or such minor changes or alterations as per provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is completed and the occupancy certificate is granted by the competent authority by furnishing details of the changes, if any, in the carper area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the promoter shall refund the excess money paid by the Allottee within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas, Since the share interest of Allottee in the common Areas is undivided and can't be divided or separated, the Allottee 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 promoter shall handover the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, fire detection and fire fighting equipments in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all others facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be

It is made clear by the Promoter and the Allottee agrees that the Apartment along with open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

The Allottee has paid a sum of Rs..... (Rupees only) as booking amount being part payment towards the Total Price of the Apartment at a time of application the receipt of which the Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as mentioned in Schedule C, as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any

amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule, but if the delay continues for a period beyond 2(two) months from the date of receipt of the demand notice for payment, then the Promoter reserves the right to resigned or cancel this agreement.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall Make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment plan through A/c. Payee cheque/demand draft/bankers cheque on online payment as applicable in favour of M/S. **BALAJI** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCE:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 Promoter with such permission, approvals which would enable the Promoter 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve 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 Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Bye-Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 26.02.2025 unless there is delay or failure due to war, flood, draught, fire cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue occupancy certificate or within 15 days from the date of receipt of demand notice/intimation, whichever is earlier. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formations, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Apartment/Plot, as the case may be, to the Allottee at the time of conveyance of the same.

Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary identities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

Possession by the Allottee– After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as approved in the Act.

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

Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed, 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, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this agreement, duly completed within the date specified in para 7.1. or (ii) due to discontinuation of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it become due.

Provided that if the Allottee does not intended to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the Allottee within forty five days of it becoming due.

8. (A) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/OWNER :

The Promoter hereby represents and warrants to the Allottee as follows:-

- (i) The Promoter has absolute, clear and marketable title in respect of the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.

- (iv) There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities in respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.
- (x) The Schedule 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 Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(B) REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE :

The Allottee hereby represents and warrants to the Promoter/Owner as follows:-

1. **THAT** the Allottee shall have no right, title or interest of any nature whatsoever on the land and on the construction by virtue of this agreement, such right will accrue only upon payment of total consideration including other charges and after registration of the said flat and car park space.
2. **THAT** the Allottee shall have no right to claim any partition and or separation of the land where on the building is erected as well as the building containing the flat and car park agreed to be purchased by this agreement and the interest in the land shall always remain undivided, indivisible and proportionate in terms of this agreement.
3. **THAT** the Third Party has hereby irrevocably agrees specific condition that he/she shall not any time claim any right of preemption in respect of sale of any other flats or any garage or any car-parking spaces and/or sale of any undivided proportionate impartible variable share in the land directly underneath the flats against any other purchase/purchases in the same building or other part of the land.

4. **THAT** the Allottee and other owners/occupiers of the said building shall form a society, association or company for maintaining the said building and the common areas of the said building and to be a member of Apartment owners' Association, society or company and shall abide by all laws, rules and regulations of such society or association and pay proportionately the necessary taxes revenue and maintenance charges of the said building and common parts thereof and shall observe and perform all rules and buy-laws of such association or society.
5. **THAT** the Developer M/S Balaji shall, by itself or through its nominated agency, maintain the common areas and facilities of the complex for a period of one year from the date of first notice of handover possession, after obtaining completion plan and certificate. After completion of one year maintenance of the common areas the onus/responsibility of maintenance shall be handed over by the Developer to the Apartment Owners Association formed by the flat owners of the complex which shall thereafter be responsible for maintenance of the common areas and facilities of the complex. In the event of such body as aforesaid, not having been constituted by then, the responsibility of common area maintenance shall be handed over by the Developer to an interim body to be formed from amongst the resident flat owners or to a group of flat owners who would take over the possession and control of the common areas and facilities on behalf of themselves and also on behalf of either Allottee of flats. Even if the said interim body is also not formed, then the Developer reserves the right to terminate his maintenance service.
6. **THAT** the Deed of Conveyance of the flat shall be executed and registered in favour of the Allottee subject to clearance of the entire consideration along with other dues, charges and deposit etc. receivable by M/S Balaji and the possession of the flat/unit will be given to the Allottee only upon payment of all the amount due and fulfillment of all the terms and conditions in this agreement. The Allottee shall be given prior intimation of the date of registration and possession. The Deed of Conveyance will be drafted by M/S. Balaji in such form and containing such particulars as may be required. No request for changes, whatsoever in any of the conveyance deed will be entertained, the Allottee shall accept all such documents without any demur. The Allottee shall be wholly and exclusively required to pay stamp duty, registration charges, taxes and other cess or charges as may be levied by the Government from time to time for Registration of Deed of Transfer of immovable property. The Allottee shall pay M/S Paradise Land & Housing Co. the documentation charges as given in the schedule hereunder written and until possession and registration of the said unit be delivered to the Allottee, the developer/owner shall exclusively be entitled to use and possess the said unit and/or the premises and the building and every part thereof and after receiving possession in respect of the said flat the Allottee shall not be entitled to raise any question about the quality of materials and construction works and workmanship and any liability arise thereafter.
7. **THAT** after registration of the conveyance deed the Allottee shall have to apply for mutation of the said flat in his name to Kolkata Municipal Corporation and till the said flat is not separately assessed the Allottee shall have to deposit municipal taxes proportionately in respect of the said flat and car park space to the Developer. The Allottee shall have to apply to the authority, individually for electricity meter in his flat. The Allottee shall have to pay the applicable security deposit and other charges for the same to the authority.
8. **THAT** the Allottee agrees that no transfer alienation of interest of any nature will be permitted however upon full and final payment of dues, charges and upon payment of a transfer fee of 2% of the total price of the flat and parking space nomination/transfer of flat and car park space will be permitted.
9. **THAT** in addition to the said consideration mentioned hereinbefore the Allottee shall also pay to the Developer :-

- a) Proportionate increase in consideration for the construction due to imposition of any Government Taxes, Levies and/or obstruction by the Allottee in delivery of possession of the said flat/unit.
 - b) Charges for providing any work in or relating to the said flat at the request of the Allottee and for providing any necessary facility or utility in the said flat, common portion and/or premises in excess of those which has already been done, provided that if the work of provision be for the Allottee in common with some or all the other co-owners, the Allottee and such co-owner shall share the charges therefore proportionately and the Allottee shall be liable to pay proportionate share of said charges and all betterment fees and if any other taxes and levies charges or to be charged by the Government or KMC relating to the building or any part thereof proportionately and the said flat wholly.
10. **THAT** save and except the said particular residential flat of the said building do hereby agreed to acquire by the Allottee, the Allottee shall have no claim or right of any nature or kind over or in respect of all open spaces, basements, parking places, in lobbies, staircases, terraces, roof, outside walls and other portion of the premises constructed except the right of use in common of all the common portions of the premises and the building with all other flats owners.
11. **THAT** the Allottee do hereby declare, confirm and assure the developer/owners that :-
- a) If it is found that the developer, for any reason, obtained partial completion of the entire project and handed over that partially completed project to the Allottee, then at the time to completing the construction of incomplete portion some constructional hazard will arise and the Allottee agree to cooperate with the developer for peaceful execution and completion of the construction and other works of the complex in all respect.
 - b) Allottee shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the incomplete portion of the building and shall not to cause any interference or hindrance in the construction of the said building.
 - c) Allottee shall not do any deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any portion of the said building.
 - d) The developer shall not be prevented from making any additional construction and notwithstanding any temporary disruption in Allottee's enjoyment of the said flat with or without car-park.
 - e) Allottee shall have no objection, claim or demand in any manner or raise in future, if any car parking space be converted into the use of commercial and/or residential use and enjoyment and vice versa and be sold to any other person or persons, other than flat owners, in the form or nature of car parking space, two wheeler space, commercial space or residential purposes by the developer and/or the car parking space/spaces be covered by walls to use the said spaces for any other purposes provided however the said act of use shall not cause any blockage of the common areas, common passages of the building and shall not use the said spaces in such manner or commit any such act as to cause nuisance or annoyances to the other flat owners.
 - f) Allottee shall allow the developer with or without workmen to enter into and to use entrances, lobbies, staircases, lifts, stair-lobbies, electricity, pump rooms, machine rooms, water tank, water reservoir, generator room whatsoever comprised in and required for constructional purposes and shall pay the expenses and charges incurred for his use.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 of this agreement or fails to complete the project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment 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 Promoter's 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 there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2(two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para-1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of Promoter to rectify such defects without further charges, within 30 (thirty) days, and in the event of Promoter's failure or rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all common Areas, garage/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE :

Use of Service Areas : The service areas, if any, as located within the **BALAJI**, shall be earmarked for purposes such as parking spaces including but not limited to transformer, DG set, underground water tank, Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lift,

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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings thereon or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS :

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the Apartment Ownership Act. The promoter showing compliance of various laws/regulations as applicable in.....

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned A.D.S.R. Alipore, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee

and/or appear before the A.D.S.R. Alipore, for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums disposed by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT :

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

22. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE :

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

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

25. SEVERABILITY :

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

27. FURTHER ASSURANCE :

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

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees, in 15 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Addl. District Sub-Registrar at Alipore. Hence this Agreement shall be deemed to have been executed at Alipore, Kolkata.

29. NOTICE :

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

_____ Name of Allottee

_____ (Allottee Address)

M/S.BALAJI and others(Promoter/Owners)
155,M.G.Road,Haridevpur,Kolkata-700082.(Promoter Address)

It shall be the duty of the Allottee and the Promoter 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, as the case may be.

30. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter to this Allottee 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 Allotees.

31. SAVINGS

Any application letter, allotment Letter, agreement, or any other documents signed by the Allotee in respect of the apartment, plot or building, as the case may be , prior to the execution and registration of this Agreement for Sale for such Apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the requisitions made thereunder.

32. GOVERNING LAW :

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

33. DISPUTE RESOLUTION :

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

34. The Allotee shall pay to the Promoter, within 15 days from date of receipt of notice, such amounts as demanded by the Promoter for payment of any installment and/or other charges or expenses and/or deposits as mentioned in Schedule 'C' hereinafter.

35. In the event of any default on the part of Allotee in making payment of the consideration amount or any part thereof or any installment or any other amount as demanded, to the Promoter, then in such case the Allotee shall be liable to pay interest as provided in the Act **PROVIDED HOWEVER** if such default shall continue for a period of 2(two) months from date of any installment or amount becoming due and not paid by the Allotee to the Promoter, then in that event and without prejudice to other rights the Promoter shall be entitled to rescind or cancel this agreement and in that event the Promoter shall forfeit the booking amount and refund the balance to the Allotee within 45 days of such cancellation.

36. The purchaser shall bear and pay all amounts on account of Stamp Duty, Registration Fees and other incidental expenses and charges for registration of Conveyance Deed of the said apartment.

37. From the date of possession of the Apartment or 2 (two) months from the date of issue of the demand letter, asking the allottee to take possession of the apartment, the allottee shall bear and pay all Municipal Taxes and rates for the said apartment and common areas. And also on and from such date until formation of the Association of all Apartment Owners the allottee shall bear and pay to the Promoter monthly maintenance charges, within 7 (seven) days from the date of the bill, for the maintenance and management of the complex, at such rates to be decided by the Promoter.

38. The Title Documents of the Owners as follows:-

One sold, transferred and conveyed the Danga land measuring decimals in Dag No., Khatian No....., of Mouza -, J.L.No..... on to, registered at S.R. office and recorded in Book No....., Volume No....., Pages-..... to, being No..... for the year 1948.

Whereas one, son of was seized and possessed of or otherwise well and sufficiently entitled to the property in Mouza-....., J.L.No..... comprising in Dag Nos. and appertaining to Khatian Nos. and, P.S., District-South 24-Parganas by purchase through separate sale deed (the split up of the deeds which registered

being :- i) on, Book No....., being No..... for the year 1955 from, registered at S.R. office, (ii) on, Book No.I, Volume No....., Pages- to, being No..... for the year 1955 from....., registered at S.R. office, (iii) on, Book No....., Volume No....., Pages- to, being No..... for the year 1955 from, registered at S.R. office, (iv) on, Book No.I, Volume No....., Pages – to, being No..... for the year 1957 from, registered at S.R. office, (v) on, Book No....., Volume No....., Pages – to, being No..... for the year from registered at S.R..... office and also (vi) the said, gifted some portion on Book No.I, Volume No....., Pages-..... to, being No..... for the year 1974, registered at S.R. office.

AND WHEREAS the sold, transferred and conveyed the land measuring more or less 4 Cottahs 8 chattaks 289.691 Sqm. comprising in Dag Nos....., and appertaining to C.S.Khatian No....., R.S.Khatian Nos., and of Mouza -, J.L.No..... which was executed on also registered to, registered at Sonarpur office and recorded in Book No.I, Volume No....., Pages to, Being No..... for the 1994.

AND WHEREAS the sold, transferred and conveyed the land measuring more or less Cottahs chattaks Sq.ft. comprising in Dag Nos....., and appertaining to C.S.Khatian No....., R.S.Khatian Nos., and of Mouza -, J.L.No..... which was executed on to, registered on and registered at Sonarpur office and recorded in Book No.I, Volume No.04, Pages- 195 to 200, Being No.216 for the year1995.

AND WHEREAS the sold, transferred and conveyed the land measuring more or less Cottahs chattaks Sq.ft. comprising in Dag Nos....., and appertaining to C.S.Khatian No....., R.S.Khatian Nos., and of Mouza -, J.L.No..... which was executed on to, registered on and registered at Sonarpur office and recorded in Book No.I, Volume No.04, Pages- 195 to 200, Being No.216 for the year1995.

AND WHEREAS the sold, transferred and conveyed the land measuring more or less Cottahs chattaks Sq.ft. comprising in Dag Nos..... and

appertaining to C.S.Khatian No....., R.S.Khatian Nos. and of Mouza -
....., J.L.No..... on to, executed and registered at office
and recorded in Book No.I, Volume No....., Pages to, Being
No..... for the year 1994.

AND WHEREAS thereafter the said “BALAJI” mutated their names in the records of B.L. and
L.R.O. Alipore under Khatian No.50, Dag No.634, and got their Bastu land of Dag No.634,
converted to Multi storied building (Bahutal Aabaasan) under orders of the Collector u/s 4C
of the WBLR Act 1955 and B.L. and L.R.O. Alipore and in the assessment register of Kolkata
Corporation their names have been recorded under Holding No.155, Mahatma Gandhi
Road,Haridevpur, Ward No.122 in respect of the aforesaid property and paying rates and
taxes regularly in their names to the said office of the Kolkata Corporation and B.L. and
L.R.O. in respect of the above mentioned landed property and thereafter obtained an
approved building plan from Kolkata KMC vide sanctioned **Plan No.2019130125 dated
27/09/2019.**

AND WHEREAS

By virtue of aforesaid deed of sale, the said Promoter/Owners became the absolute owners
of the land measuring more or less Cottahs Chattaks Sq.ft but as per
L.R. Records and also Municipal assessment records land measures more or less
decimals comprising in R.S. Dag Nos.,

..... and, L.R.Dag Nos..... and, appertaining
C.S.Khatian No....., R.S. Khatian Nos..... and,
L.R.Khatian No.

AND WHEREAS the Promoter/Owners herein mutated their names in the records of B.L. and
L.R.O. Sonarpur under L.R. Khatian No.50, and in the assessment register of Kolkata
Corporation their names have been recorded under Holding No.155, Haridevpur, Ward
No.122 in respect of the aforesaid property and paying rates and taxes regularly in their
names to the said office of the Kolkata Corporation and B.L. and L.R.O. in respect of the
above mentioned landed property now being known numbered and distinguished as
holding No.155, Haridevpur, Kolkata- 700082 (hereinafter called the SAID PREMISES) and
the said Promoter/Owner No.5 herein on behalf of the other owners revised the said
approved building plan and obtained an approved revised building plan from Kolkata
Corporation vide sanctioned **Plan No. 2019130125 dated 27/09/2019**

2019130125 dated 02.07.2020 for construction of (G+IV) storied residential building
and the building has been named as “Balaji”.

AND WHEREAS thus by virtue of said purchase and after mutating their names in the record of B.L. & L.R.O. Alipore under L.R. Khatian No.50, and in Assessment Register of KMC under Holding No.155, Haridevpur, Ward No.122 and by paying rates and taxes regularly in their names to the said offices became the full and absolute owners of the Said Land measuring more or less 04 Cottahs 08 Chattaks 289.691 Sqm. but as per L.R. Records and also Municipal assessment records land measures more or less **50.5 decimals** and seized and possessed of and otherwise well and sufficiently entitled to the said land. Each of the owners/Vendors acquiring an equal undivided 1/5th share or interest into or upon the said property.

AND WHEREAS by an Agreement dated made between the Owners herein it was mutually agreed between themselves to carry out necessary work of construction on the said PREMISES and also for commercial exploitation thereof on the terms, conditions and stipulations more particularly contained in the said agreement which was certified under N. C. No. in pursuant to Section 8 of the Notarise Act, 1952, under a Notary Public Sri Pradip Kumar Basu.

AND WHEREAS by virtue of the Said Agreement dated, one of the Co-owners, i.e. Vendor/owner No.5 herein is entitled to take all necessary steps required for construction and development of the said property and commercially exploit the same. It is also agreed between the Co-owners that said is entitled to enter into negotiations and make sale of the Units to intending Buyers/Purchasers and sign all agreements, deeds and documents and also will be able to receive all sale proceeds on behalf of self and other Co-owners.

AND WHEREAS for that purpose, the said **(1) SRI SANTOSH KUMAR MUKHERJEE, (2) SMT. BANI CHAKRABORTY** joint Co-owners

herein have appointed **SRI SANJAY AICH**, the proprietor of **M/S. BALAJI** the third Co-owner, as their Constituted Attorney which was duly registered on 30.06.2016 at the office of A.D.S.R. Alipore , vide Book No. 1, Volume No.1602 of 2016 entered in Page No.197020 to 197040 Being No.160206777 for the year 2016 to undertake the necessary work of construction and Development of the same.

AND WHEREAS the Owner No.1, the Promoter herein has been vested with the power and authority to commence construction and/or erection of the building or buildings in terms of the building Sanction Plan No. **2019130125 dated 27.09.2019** issued by KMC unto and in favour of the owners/Vendors and the project has been named as **“BALAJI”**

SCHEDULE-A REFERRED TO ABOVE
(Description of Land and Premises)

- M.** ALL THAT piece and parcel of land measuring more or less 04 Cottahs 08 Chattaks 289.691 Sqm. but as per L.R. Alipore Records and also Municipal assessment records land measures more or less **85 decimals** (the split up of the land being :- **85 decimals** (as per R.O.R share- 0.5833) out of 12 decimals of Dag No.634, **Khatian No.50**, plus **6 decimals** (as per R.O.R.share-10000) of Dag No.634, Khatian No.50 plus **21 decimals** (as per R.O.R.share-0.8400) out of 25 decimals of Dag No.634,
- N.** Khatian No.50) along with 289.691 Sqm. Tin Shed structure standing thereon situate and lying at **Mouza-Haridevpur**, J.L.No.25, ,R.S.No.131 Pargana-South 24, Police Station at Haridevpur, (Previously Thakurpukur) A.D.S.R.office at Alipore comprising in Dag No.634, **Khatian No.50**, plus **6 decimals** (as per R.O.R.share-10000) of Dag No.634, **Khatian No.50** plus **21 decimals** (as per R.O.R.share-0.8400) out of 25 decimals of Dag No.634, ,Haridevpur, Ward No.122 of Kolkata Municipal Corporation, P.S.Haridevpur (previously Thakurpukur) District-South 24-Parganas, Kolkata-700082, hereinafter referred to as the **“SAID ENTIRE PRIMISES”** more fully described in SCHEDULE-A and also demarcated in a Plan Annexed hereto and marked ANNEX-A vide sale deed **by way of five separate sale deeds which was duly registered at A.D.S.R.Alipore and recorded in Book No.I, Volume No. 406-2019, Pages from 108 to 117, Being No. 16349; Book No. I, Volume No. 74, Pages from 58 to 65, Being No. 4396; Book No. I, Volume No. 1602-2015, Pages from 36242 to 36269, Being No. 160206628; Book No. I, Volume No. 1602-2015, Pages from 36270 to 36296, Being No. 160206629 and Book No. I, Volume No. 1602-2019, Pages from 136886 to 136898, Being No. 16203904,Volume No-I,page from 221596 to 221612,Being No.16206232,volume-I,page from 221580 to 221595,Being No.160206233,Book No-IV,Volume No-I,page from 7384 to 7395,Being No-16200368,Book No-1,Volume No-I,page from 197020 to 197040,Being No.16206777 for the year 2016 and also a deed of declaration executed on 30/06/2016 at A.D.S.R. Alipore and recorded in Volume No-I,page from 197020 to 197040,Being No.16206777 for the year 2016 .**

.Total project map annexed A hereto.

Butted and bounded as follows:-

ON THE NORTH	:-942 mm, 19033mm.
ON THE SOUTH	:- 6286mm, 6468mm,9287mm
ON THE EAST	:- 18372mm.
ON THE WEST	:- 8754mm 577mm 674mm.

SCHEDULE-B REFERRED TO ABOVE
(Description of Flat and Carparking space)

ALL THAT Flat No., on the floor at..... side measuring about Sq.ft. carpet area having its built up area measuring about..... sq.ft. and super built up area measuring about Sq.ft. (including Carper area and Balcony area) consisting of two bed rooms, one kitchen, one living cum dining room, one balcony and two toilets. With impartible undivided proportionate share in land as mentioned in the Schedule A herein above stated with one Covered/Open Car-parking space on the ground floor measuring area about 135 sq.ft. together with common rights and facilities as mentioned in the Schedule D hereinafter below of the building known as “BALAJI” at Holding No. 155, Haridevpur, Ward No.122 of KMC, P.S.Haridevpur (previously

Thakurpukur) District-South 24-Parganas, Kolkata-700082 OR HOWSOEVER otherwise the flat is delineated in the map or plan annexed hereto by RED border.

SCHEDULE - C REFERRED TO ABOVE
(Process of Payment)

Price of Flat including taxes : Rs...../- (Rupees..... only) and Car-parking space including taxes : Rs./- (Rupees.....)

Total consideration of the said Flat and Car-Park including taxes	Rs.
On booking of the Apartment (which will be adjusted with Agreement value)	Rs. 1,00,000
On execution of Agreement (within 15days of booking)	10%
On Completion of Foundation of the concerned Block	10%
On Completion of Gr. Floor slab Casting of the concerned Block	10%
On Completion of 1 st Floor slab Casting of the concerned Block	10%
On Completion of 2 nd Floor slab Casting of the concerned Block	10%
On Completion of 3 rd Floor slab Casting of the concerned Block	10%
On Completion of 4 th Floor slab Casting of the concerned Block	10%
On Completion of Roof Casting of the concerned Block	10%
On Brickwork of the concerned Unit	10%
On Flooring of the concerned unit	5%
On Possession of the Unit (within 15days of notice of possession)	5%

Other Charges :-

- Transformer charges - Rs.40/- per sqft
- Iron removal plant - Rs.20/- per sqft
- Generator back up (500 watt) - Rs.25,000/-
- Legal/Documentation charges - Rs. 20,000/-
- Fixed Miscellaneous Charges for Registration – Rs 5000/-

Deposits:- (On possession)

- Maintenance deposit(Sinking Fund) – Rs.10 per sqft of super-built-up area
- Advance Maintenance Rs 18 per sqft for one year
- Individual WBSEB electricity meter charges to be paid directly by the Allotee

Cancellation :

- Before Agreement : Rs.25000/-
- After Agreement : 10% of total value of flat and car-park.
- Nomination : 2% of total value of flat and car-park

Note:-

Cheque will be payable in the name of “M/S.BALAJI”

SCHEDULE – D REFERRED TO ABOVE
(Common Parts and Common Facilities)

1. Stair case landing and passage on all floors
2. Lift with all its accessories.
3. Stair room in roof
4. Columns foundations and plinths
5. Ultimate roof.
6. Common passage and entrance lobby on the ground floor excepting car parking space.
7. Under ground and overhead water reservoirs.
8. Water pumps and pipe lines leading to the flats.
9. Generator for common services.
10. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks.
11. Guards rooms, caretaker’s rooms, toilets, meter room, children’s play rooms and other rooms and facilities in the ground floor.
12. Boundary wall around the periphery of the premises, parapet walls on the roof.
13. Iron removal plant with distribution system valves etc.

COMMON EXPENCES

1. The costs of cleaning and lighting the main entrance passages landing stair cases and other part of the said building so enjoyed or use by the purchaser/s in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs of the salaries of the staff, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff.
3. All the costs of working and maintenances of lifts, generators and common right and service charges.
4. All Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owners.
5. All such other expenses as are deemed by the developer or the association of flat owners may be necessary or incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. The costs of replacement of equipment or facilities such as lifts, generators, tube well , transformer etc.
7. All the fees and disbursements paid to any caretakers/managers/agents if appointed by the Developer or association of flats owners in respect of the said building.
8. All such amount as shall be declared and fixed by the developer or association of flat owners named will have discretion for administration and other like purposes.
9. All costs of maintenance operating replacing white washing painting rebuilding reconstructing decorating re-decorating lighting the common pars and also the outer walls of the building.

SCHEDULE – E ABOVE REFERRED TO
(Particulars and Specifications for construction and installations)

Superstructure	RCC framed structure
Wall	AAC Block masonry
Floor	<ul style="list-style-type: none"> • Vitrified tiles • Vitrified tiles • Anti-skid ceramic tiles • Vitrified tiles • Paver tiles
<ul style="list-style-type: none"> • Living-cum-dining • Bedroom/Study • Bathroom • Kitchen and Balcony • Parking area and passage 	

Interior Wall External walls	Putty finish Water proof cement base paint over a coat of primer
Kitchen • Counter • Dado • Sink	• Marble cooking shelf of green colour • Ceramic glazed tiles up to 3 ft. height over cooking shelf • Stainless steel sink
Toilet • Dado • WC • Wash Basin • Fittings	• Ceramic glazed tiles up to 6 ft. height • European type white commode with pvc lowdown cistern and seat cover • White porcelain basin • ISI marked High end Chromium plated fittings
Door • Frame • Shutter Main door • Frame • Shutter Toilet door • Frame • Shutter	• Wooden frame • Solid Flush Door • Wooden frame • 38mm Solid Flush Door • P.V.C. frame • P.V.C. shutter
Windows Toilet windows	• Anodized Aluminum channel window with glass • Aluminum louver
Water Tank	• As per design
Electricals	• Concealed copper wiring with PVC conduit. • Modular switches of Anchar/Havel make • Cable TV points (in living room) • Telephone points (in living room) • AC connection in one bed room

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at.....(city/town name) in the presence of attesting witness, signing as such on the day first *ase affix photographs* above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

(2)
Name _____

Address _____

(3) *and sign*

(4) Signature _____

Name _____

Address _____

Please affix photographs and sign across the photographs

Please affix photographs and sign across the photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

Please affix
photographs
and sign
across the
photographs

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name__ Address _____

2. Signature _____

Name _____

Address _____