

AGREEMENT FOR SALE

Of

Flat No. : _____

Floor : _____

WITH

One Four Wheeler Car Parking Space

AT

“Utsav”

3, Garia Place, (Holding no. 233)

**Post Office:- Garia, Police Station:- Sonarpur,
Kolkata 700 084, Ward No. 29, District 24 Parganas
South.**

BETWEEN

SMT. SEPHALI ADITYA. & ORS.

.... Vendors

AND

M/S. SOHAM CONSTRUCTION

.... Builder

AND

.... Purchaser

Juriste Legal
364/31 N.S.C. Bose Road,
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TABLE OF CONTENTS

PARTIES.....	3
RECITALS.....	8

ARTICLES

1. <u>ALLOTMENT</u>	9
2. <u>TITLE DEEDS</u>	9
3. <u>CONSTRUCTION</u>	9
4. <u>CONSIDERATION</u>	10
5. <u>ADDITIONAL PAYMENTS AND DEPOSITS</u>	11
6. <u>POSSESSION</u>	11
7. <u>ALIENATION</u>	12
8. <u>DOCUMENTS RELATING TO TRANSFER</u>	13
9. <u>RIGHTS</u>	14
10. <u>MAINTENANCE AND ENJOYMENT</u>	15
11. <u>DEFAULT</u>	16
12. <u>FORCE MAJEURE</u>	17
13. <u>MISCELLANEOUS</u>	17
14. <u>NOTICES</u>	19
15. <u>DISPUTE RESOLUTION</u>	19
16. <u>JURISDICTION</u>	19

SCHEDULE

<u>FIRST SCHEDULE: DESCRIPTION OF THE PREMISES</u>	20
<u>SECOND SCHEDULE:</u>	20
<u>PART-I : DESCRIPTION OF THE SAID FLAT</u>	20
<u>PART-II : DESCRIPTION OF THE SAID VEHICLE PARKING SPACE</u>	20
<u>THIRD SCHEDULE: DESCRIPTION OF THE COMMON AREAS</u>	20
<u>FOURTH SCHEDULE: SPECIFICATIONS OF CONSTRUCTION</u>	21
<u>FIFTH SCHEDULE:</u>	22
<u>PART-I : AGREED CONSIDERATION</u>	22
<u>PART-II : PAYMENT SCHEDULE</u>	23
<u>PART-III : ESTIMATED DATE OF DELIVERY OF POSSESSION</u>	23
<u>SIXTH SCHEDULE: ADDITIONAL PAYMENTS</u>	24
<u>ADDITIONAL CONSIDERATION</u>	24
<u>SEVENTH SCHEDULE: RIGHTS OF BUILDER / MAINTENANCE</u> <u>AGENCY / ASSOCIATION</u>	25
<u>EIGHTH SCHEDULE: PURCHASER'S FURTHER COVENANTS</u>	25
<u>NINTH SCHEDULE: RIGHTS ON PURCHASER'S DEFAULT</u>	28
<u>TENTH SCHEDULE: DEVOLUTION OF TITLE</u>	30
<u>IN WITNESS WHEREOF</u>	35

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Vendors	Builder	Purchaser

THIS AGREEMENT made on this day of , Two Thousand and Eighteen;

BETWEEN

(1) SMT. SEPHALI ADITYA, wife of Late Birendra Nath Aditya, by faith Hindu, by Occupation house wife, by Nationality Indian, **(2) SRI. UDAYAN ADITYA** son of Late Birendra Nath Aditya, by faith Hindu, by occupation Service, by Nationality Indian, **(3) SRI. AMIYA ADITYA**, son of Late Birendra Nath Aditya, by faith Hindu, by occupation Business, by Nationality Indian, **(4) SRI ROMIO ADITYA** son of late Birendra Nath Aditya, by faith Hindu, by occupation Business, by Nationality Indian, *Sl. No. (1) to (4)* all are residing at 232, Garia Place, Police Station- Sonarpur, Post Office:- Garia, Kolkata:- 700084, District 24 Parganas (South), **(5) SRI SAMIR KUMAR ADITYA**, son of Late Dhirendra Nath Aditya , by faith Hindu, by Occupation Retd. Govt. Servant, by Nationality Indian, **(6) SMT SOBHA ADITYA** wife of Late Sambhu Nath Aditya , by faith Hindu, by occupation-House wife, by Nationality-Indian, **(7) SMT. KRISHNA ADITYA**, wife of Late Sekhar Nath Aditya, by faith-Hindu, by occupation-House wife , by Nationality-

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Vendors

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Builder

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Purchaser

Indian, **(8) SRI GOUTAM ADITYA** son of late Sambhu Nath Aditya , by faith-Hindu, by occupation-Service, by Nationality-Indian, **(9) SRI PANKOJ ADITYA** son of late Sambhu Nath Aditya, by faith-Hindu , by occupation -Service , by Nationality-Indian, **Sl. No. (5) to (9)** all are residing at 3, Garia Place, Police Station- Sonarpur , Post Office:- Garia, Kolkata- 700084, **(10) SMT. SAMPA DAM**, daughter of late Sambhu Nath Aditya, wife of Sri Subhasish Dam , by faith-Hindu, by occupation-House Wife, by Nationality-Indian residing at LOCH, 11A2 High Land park, 925, Chak Garia , Police Station-Purba Jadavpur, Post Office:- Kolkata – 700094, and **(11) Dr. SOMNATH ROY** son of Late Kamalendu Roy, by faith Hindu, by occupation-Medical praitioner, by Nationality Indian, residing at 79 B, Hem Naskar Road, Police Station-Beliaghata, Poat Office:- Belghoria, Kolkata – 700010, Hereinafter jointly and collectively referred to as the **“OWNERS”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators, legal representative, and/or nominees) of the **FIRST PART**;

AND

M/S. SOHAM CONSTRUCTION, a proprietorship concern, having PAN **ADTPG4305J** having its office at 20, Garia Place, Police Station – Sonarpur, Post Office:- Garia, Kolkata- 700084, represented by its sole proprietor **SRI SUDIP GHOSH** son of Sri Pradip Kumar Ghosh, by faith Hindu, by occupation Business, by Nationality Indian, having PAN **ADTPG4305J** residing at 20, Garia Place , Police Station – Sonarpur, Post Office :- Garia, Kolkata- 700084 hereinafter referred to as the **“DEVELOPER”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrator, legal, representatives, successor-in-interest and/or nominees) of the **SECOND PART**;

AND

_____, hereinafter referred to as "the **PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

WHEREAS:

- A.** In this Agreement, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

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Vendors

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Builder

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Purchaser

- (i) **“Additional Payments”** shall mean the amounts mentioned in **PART-I** and **PART-II** of the **SIXTH SCHEDULE** hereto and to be paid by the Purchaser to the Builder, in addition to the Agreed Consideration, being the costs for extra work requested by the Purchaser and shall also include any other additional amounts that may be required to be paid by the Purchaser.
- (ii) **“Agreed Consideration”** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.
- (iii) **“Architects”** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.
- (iv) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (v) **“Buildings”** shall mean **2, 2^{1/2} and 3 BHK** Apartments having One Block of Apartments a total of **44** apartments of different types in G+IV storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.
- (vi) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.
- (vii) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (viii) **“Car Parking Area”** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (ix) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase;
 - ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
 - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;

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Vendors

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Builder

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Purchaser

- iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
- v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
- vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- vii) all community and commercial facilities as provide in the real estate project;
- viii) all other potion of the project necessary or convenient for its maintenance, safety etc., and in common use;
- (x) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.
- (xi) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are morefully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- (xii) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- (xiii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.
- (xiv) **“Date of Possession”** shall mean the 30th day from the date of Notice of Possession or the date on which the Purchaser takes the possession of the said Unit, whichever is earlier.
- (xv) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be prepared and executed by the Vendors and the Builder in favour of the Purchaser in respect of the said Unit upon the Purchaser having made payment of Agreed Consideration and Additional Payments to the Builder in time and also having complied with all his obligations and liabilities and not committing any breach or default thereof.
- (xvi) **“Family Members”** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.

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Purchaser

- (xvii) **“Flat”** shall mean a flat or apartment whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit, or by any other name, means a separate and self contained part of any immovable property including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade or for any other type of use ancillary to the purposes specified;
- (xviii) **“Force Majeure”** shall include natural calamities, acts of God, floods, draught, earthquake, war, storm, fire or any other nature affecting the regular development of the real estate project. This is as per the Point 7.1 of Sale Agreement as mentioned in Annexure – A of West Bengal Housing Regulation Rules, 2018.
- (xix) **“Land”** shall mean the entire land **ALL THAT** the piece and parcel of land containing an area of 55 Decimal (Sataks) equivalent to 33 Cottahs 4 Chittacks 18 sq. ft but in physical possession 51.53 Decimal (Sataks) equivalent to 31 Cottahs 2 Chittacks 37 sq. ft. be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas, comprised in R. S. Khatian No. 222, 223, and 224 R. S. Dag No. 152, 153, 153/1847, 153/1848, 154, 154/1849, 155 Holding no. 233, Garia Place, Post Office:- Garia, Police Station:- Sonarpur, Kolkata 700 084, under ward no. 29, of Rajpur Sonarpur Municipality, under Additional District Sub-Registrar, Garia, District 24 Parganas South more fully described in the **First Schedule** hereunder written.
- (xx) **“Maintenance Agency”** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder for the Common Purposes.
- (xxi) **“Municipal Corporation”** shall mean the Rajpur Sonarpur Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xxii) **“Notice of Possession”** shall mean the notice given by the Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.
- (xxiii) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the Municipal Corporation; vide Building **Plan(s) Memo No. 53/CB/29/60 dated 06/06/2017 (Valid upto 06/06/2022)** for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.

- (xxiv) **“Premises”** shall mean the Land including the Buildings and other structures to be constructed thereon.
- (xxv) **“Project”** shall mean the work of development undertaken and to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats / Units are made over to the respective Unit Owners.
- (xxvi) **“Proportionate”** with all its cognate variations shall mean the ratio the Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.
- (xxvii) **“Proportionate Undivided Share”** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.
- (xxviii) **“Purchaser”** shall mean and include :
- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
 - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
 - (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
 - (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
 - (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
 - (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- (xxix) **“Rights on Purchaser's Default”** shall mean the rights mentioned in the NINTH SCHEDULE hereto to which the Vendors and/or the Builder shall be entitled in case of any default or breach by the Purchaser.
- (xxx) **“Said Flat”** shall mean the Flat / apartment described in **PART-I** of the **SECOND SCHEDULE** hereto.
- (xxxi) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.
- (xxxii) **“Said Unit”** shall mean the said Flat, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.
- (xxxiii) **“Said Garage”** shall mean a place within a described in **Part-II** of the **SECOND SCHEDULE** hereto.

- (xxxiv) “**Saleable Area**” of a Flat shall mean the Built-Up Area of such Flat and the Proportionate Undivided Share attributable to such Flat.
- (xxxv) “**Unit**” shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such Flat and the right of common use of the Common Portions thereto.
- (xxxvi) “**Unit Owners**” shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such Flats / apartments / Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.
- (xxxvii) “**Vehicles Parking Space**” shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Builder for parking private cars and two wheelers of the Unit Owners.
- (xxxviii) “**Builder’s Advocates**” shall mean Juriste Legal, of 364/31 N.S.C. Bose Road, Kolkata: 700 047, who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.
- (xxxix) “**Masculine**” gender shall include the “**Feminine**” and “**Neuter**” genders and vice versa.
- (xl) “**Singular**” number shall include the “**Plural**” and vice versa.
- B.** The Vendors are the absolute owners of the Land comprised in the Premises and are in vacant and peaceful possession thereof.
- C.** The facts **describing the devolution** of title of the Vendors to the Land and the Premises is more particularly mentioned in the **TENTH SCHEDULE** hereto.
- D.** By 2 (two) Development Agreements along with 2 (two) Power of Attorney as per table below the Vendors herein agreed and empowered exclusive rights for development of the said premises and the builder agreed to construct a residential complex on the said premises on the terms and conditions, as more particularly therein contained:-

Date	Vendors	Registered with	Details
17/02/2014	Smt. Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya Sri Romio Aditya	District Sub- Registrar – IV, Alipore, South 24 Parganas	Book No. I CD Volume No.6, Pages 02479 to 02522 being Deed No. 01125 for the year 2014
17/02/2014	Smt. Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya Sri Romio Aditya	District Sub- Registrar – IV, Alipore, South 24 Parganas	Book No. I, CD Volume No.6, Pages 02322 to 02339 being Deed No. 01126 for the year 2014
23/12/2013	Smt. Sobha Aditya, Sri Goutam Aditya, Sri Pankaj Aditya, Smt. Sampa Dam,	District Sub- Registrar – IV, Alipore, South 24 Parganas	Book No. I CD Volume No.48, Pages 01203 to 0246 being Deed No. 09448 for the year 2013

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Vendors

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	Sri Samir Kr. Aditya, Smt. Krishna Aditya Dr. Somnath Roy		
23/12/2013	Sri Goutam Aditya, Sri Pankaj Aditya, Smt. Sampa Dam, Sri Samir Kr. Aditya, Smt. Krishna Aditya Dr. Somnath Roy	District Sub- Registrar – IV, Alipore, South 24 Parganas	Book No. I, CD Volume No.48, Pages 01247 to 01261 being Deed No. 09449 for the year 2013

- E.** In due course the Builder has started the construction of the said project/complex in accordance with necessary approvals and sanctioned plans and named the complex “**Utsav**”.
- F.** The Purchaser herein being desirous of purchasing **ALL THAT** the said Unit, more fully and particularly mentioned in the **Part-I** and **Part-II** of the Second Schedule hereunder written has approached and requested the Vendors and the Builder to sell the said Unit to the Purchaser, and the Vendors and the Builder accepting the said request of the Purchaser, have agreed to sell the said Unit to the Purchaser at or for the consideration and on the terms and conditions more fully contained hereinafter.
- G.** It is recorded that at or before execution of this Agreement, the Purchaser has by obtaining independent professional services, examined and fully satisfied himself as to the following:
- The title of the Vendors to the Land and the Premises and also the said Unit;
 - The right of the Builder in respect of the Project;
 - The terms and conditions contained in this Agreement;
 - The Plan sanctioned by the Municipal Corporation;
 - The total measurement of the said Unit including the Salable Area thereof;
 - The specifications of materials used and/or to be used for construction of the said Unit and the Buildings;
- and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. Allotment

- 1.1 The Purchaser agrees to purchase and the Vendors and the Builder have agreed to allot to the Purchaser for sale the said Unit free from all encumbrances on the terms and conditions recorded herein.
- 1.2 The Purchaser shall pay to the Builder, notwithstanding any demand from the Vendors and/or the Builder, the Agreed Consideration, Additional Payments and Mandatory Deposits/Advances/Extra Costs and the Builder will issue receipts acknowledging such payments on their behalf, in the manner specified in Part-I and Part-II of the **FIFTH** and the **SIXTH SCHEDULES** hereunder written, respectively, and upon completion of such payments, the said Unit shall be deemed to have been allotted to the Purchaser **SUBJECT TO** the Purchaser first complying with and/or performing the terms conditions covenants and obligations required to be complied with and/or performed on the part of the Purchaser hereunder.

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time shall automatically stand extended by the period of existence of the Force Majeure or reason beyond the Vendors' and/or Builder's control and the Purchaser shall not be entitled to make or raise any claim whatsoever in this regard. As to whether any such circumstances exist, the decision of the Builder shall be final and binding and the Builder shall not be obliged to assign any reason for claiming existence of such circumstances.

- 3.8 The Vendors and the Builder shall be entitled to all future extension (including vertical or otherwise) of the Buildings and/or the Premises by way of additional/further construction or otherwise on any part of the Land comprised in the Premises and/or raising of any additional floor / storey / construction over the roofs of the Buildings and also shall at its absolute discretion be entitled to make from time to time additions or alterations to the Buildings and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever. The Purchaser shall neither have any right therein nor shall be entitled to raise any objection, hindrance or claim in respect of the same and the Purchaser agrees to render the Vendors and/or the Builder, as the case may be, all reasonable assistance necessary to apply for and/or obtain all sanctions, permissions, clearances and approvals for the additional floors / storeys in the Buildings or any of them within the Premises.

4. Consideration

- 4.1 The Purchaser agrees to pay to the Builder, the Agreed Consideration for sale and transfer of the said Unit, as mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto, in accordance with the Payment Schedule contained in **PART-II** of the said **FIFTH SCHEDULE** hereto. The Purchaser has confirmed to the Vendors and the Builder that such Payment Schedule is convenient to the Purchaser and he agrees that time for payment shall be the essence of the contract.

5. Additional Payments and Deposits

- 5.1 The Purchaser shall also pay to the Builder, the Additional Payments mentioned in **PART-I** and **PART-II** of the **SIXTH SCHEDULE** hereto.
- 5.2 The Purchaser shall also pay to the Builder, the Mandatory Deposits/Advances/Extra costs mentioned in **PART-III** of the **SIXTH SCHEDULE** hereto.
- 5.3 The amounts of the Additional Payments and Mandatory Deposits / Advance / Extra Costs shall be paid by the Purchaser within 30 days of respective demands for the same or the date of Notice of Possession, whichever is earlier.
- 5.4 The Additional Payments and the Mandatory Deposits / Advance / Extra Costs are an integral part of the transaction and non-payment / delayed payment thereof shall also be an act of default on the part of the Purchaser and the Builder shall become entitled to exercise the Rights on Purchaser's Default contained in the **NINTH SCHEDULE** hereto.

6. Possession

- 6.1 The said Flat shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said flat being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. A certificate from the Architects regarding such completion shall be final and binding upon the Purchaser. Once the flat is so ready, the Builder shall issue Notice of Possession to the Purchaser and call upon the Purchaser to take possession thereof of the aforesaid unit upon payment of all outstanding amounts to the Builder. The interim Rules and Regulations for

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Vendors	Builder	Purchaser
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Management and Maintenance of the common areas and facilities of the said cluster in respect of all residents of the said cluster will be handed over during possession for due compliance thereof.

- 6.2 In the event of the Purchaser not making full payment of the Agreed Consideration, the Additional Payments and Mandatory Deposits / Advance / Extra Costs and/or not complying with any of his obligations and/or not taking possession of the said Unit within a **period of 30 days** from the date of the Notice of Possession under clause 6.1 above, the Purchaser shall be deemed to have committed default entitling the Builder to the Rights on Purchaser's Default and the Purchaser shall further be liable to pay to the Builder **interest at the rate as mentioned in the West Bengal Housing Industry regulation Act , 2017 & West Bengal Housing Industry Regulation Rules , 2018.**
- 6.3 With effect from the date of expiry of the period specified in the Notice of Possession, the Purchaser shall be deemed to have fully satisfied himself regarding the Plans, the constructions (including the quality, specifications and workmanship thereof), the Built-Up and Salable Built-Up Areas, the quality of materials used, the structural stability and the completion of the Buildings, the Common Portions and the said Flat and shall not thereafter be entitled to raise any objection or make any claim regarding the same
- 6.4 The Vendors and Builder make it clear to the Purchaser that the project will be developed in phases and the entire project may not at the same time be completed; to which the Purchaser shall have no objection. The Purchaser also agrees to the same and further agrees that the common facilities/ installations and amenities will accordingly also be made ready in phases and non completion of the whole project or all amenities/facilities/installations shall not be an excuse of the Purchaser to claim that the said Flat is not completed and ready for delivery of possession.

7. Alienation

- 7.1 Until a Deed of Conveyance is executed and registered in favour of the Purchaser, the Purchaser shall not be entitled to mortgage, encumber, lease or otherwise dispose of, deal with or alienate the said Unit or any portion thereof and/or any right or benefit of the Purchaser in the said Unit and/or under this Agreement.
- 7.2 The Purchaser may however, enter into any agreement to nominate, assign or transfer the allotment of the said Unit only if all the following conditions are complied with:-
- 7.2.1 There has been no default whatsoever by or on behalf of the Purchaser in compliance with and/or performance of any of his covenants, undertakings and obligations under this Agreement or otherwise.
- 7.2.2 The Purchaser has made full payment of the Agreed Consideration, the Additional Payments and Mandatory Deposits / Advance / Extra Costs till then payable.
- 7.2.3 The Purchaser making payment to the Builder, Transfer Charges/Nomination fees **equivalent to 5% (Five percent) plus taxes as applicable of the total transfer consideration** payable by the Assignee or Nominee as noted in the Nomination Agreement or the Agreed Consideration mentioned in the Fifth Schedule Part-I of the Sale Agreement signed between the Purchaser & the Builder, whichever is higher. In case of assignment and/or nomination in favour of any of the Family Members of the Purchaser as defined in Clause A (xiv) hereinabove of the said Sale Agreement, the transfer charges/nomination fees shall be **Rs.25,000/- (Rupees Twenty Five Thousand only) plus taxes as applicable.**
- 7.2.4 Prior consent in writing is obtained from the Builder of the proposed transfer / disposal / nomination or alienation of the said Unit or any part thereof.

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Purchaser

PROVIDED HOWEVER that the Builder shall in its absolute discretion be entitled to refuse consent to nomination / transfer / disposal, etc. of the said Unit to any person not being a Family Member of the Purchaser if the Purchaser intends to make such nomination / transfer / disposal, etc. within a period of 1 (one) year from the date of this Agreement, and any nomination / transfer / disposal made in contravention / violation of such refusal to give consent shall be *void ab initio*.

7.3 After completion of the execution and registration of the Deed of Conveyance in favour of the Purchaser, the Purchaser may mortgage, encumber, lease out or otherwise deal with or dispose of or assign or alienate the said Unit subject to the following conditions:

7.3.1 The said Unit shall be impartible, indivisible and held in one lot, and the same shall not and cannot be partitioned or dismembered in part or parts. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

7.3.2 The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with the terms of this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance shall be covenants which run with the Land and/or transfer. One of the conditions on which the said Unit is being sold to the Purchaser is that all of the person(s) to whom the Purchaser may transfer/alienate the said Unit shall be bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

7.3.3 All dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Builder, the Maintenance Agency, the Association and the Municipal Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, be and remain a primary charge on the said Unit.

7.4 In case of death of any Purchaser prior to the execution and registration of the Deed of Conveyance in his favour, his legal representatives shall be entitled to obtain the Deed of Conveyance in their favour subject to production of necessary documents of representation to title as may be required by the Builder in this regard, including probate, letters of administration and succession certificate.

8. Documents relating to Transfer

8.1 This Agreement has been prepared by the Builder's Advocates and the Deed of Conveyance in respect of the said Unit shall also be prepared and finalised by the Builder's Advocates and the Purchaser agrees and undertakes to accept and execute such Deed of Conveyance without asking for any modification thereto.

8.2 The Purchaser agrees to sign and execute all other papers and documents that may be prepared and required by the Vendors and/or the Builder through its Advocates in connection with and/or relating to the transfer of the said Unit.

8.3 The Purchaser shall, within 15 days of being required by the Vendors and/or the Builder, as the case may be, execute, complete and deliver to the Builder such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the Builder's Advocates relating to the transfer envisaged hereunder.

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 Vendors Builder Purchaser

- 8.4 At any time after the completion of construction of the said Flat, The Builder may call upon the Purchaser to execute the Deed of Conveyance and the Purchaser shall within 30 days of such notice comply with all his obligations (including making all payments) which are necessary for the execution and registration of the Deed of Conveyance.
- 8.5 The Vendors and the Builder through their authorised signatory will execute the Deed of Conveyance and/or other papers and documents for transfer of the said Unit only upon all of the following conditions and obligations having been satisfied and/or complied with by the Purchaser:
- 8.5.1 The Agreed Consideration, the Additional Payments and Mandatory Deposits / Advance / Extra Costs are paid in full by the Purchaser;
 - 8.5.2 The Purchaser is not in default in respect of any of his obligations;
 - 8.5.3 All other amounts or dues payable by the Purchaser hereunder or in law in respect of the said Unit are paid in full by the Purchaser including Common Area Maintenance Charges, Common Expenses, electricity charges, municipal corporation taxes and other taxes and levies and other outgoings;
 - 8.5.4 The Purchaser deposits with the Builder or the Builder's Advocates the estimated amount of stamp duty, registration fees and other connected miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents; and
 - 8.5.5 The Purchaser executes an undertaking and indemnity in favour of the Vendors and the Builder in respect of the Purchaser's obligation to pay the additional/ further stamp duty, additional registration fees, other levies, interest and penalty, if any, relating to execution and registration of the Deed of Conveyance.
- 8.6 The Purchaser shall always be at liberty to consult any other lawyer / advocate for any independent advice **Provided However** that such consultation for independent advice will not absolve the Purchaser of his liability to pay the legal fees to the Builder's Advocates as provided for in **PART-I** of the **SIXTH SCHEDULE** hereto.

9. Rights

- 9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser at the time of completion of the sale and transfer of the said Unit:-
- 9.1.1 Title of the said self contained Flat to be constructed by the Builder, as described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
 - 9.1.2 Right to park such number of medium sized road worthy light motor vehicle (car) or two-wheeler in the said Vehicle Parking Space and as described in **PART-II** of the **SECOND SCHEDULE** hereunder written and agreed to be sold and transferred to the Purchaser with the said Flat;
 - 9.1.3 Right of common use and enjoyment only in respect of the Common Portions described in the **THIRD SCHEDULE** hereto in common with the other owners and/or occupiers of the other portions of the Buildings subject to reasonable rules and restrictions imposed by the Builder in that regard.
- 9.2 None of the following is intended to be transferred and shall not be transferred in favour of the Purchaser, and the Purchaser shall have no right title or interest whatsoever in respect of all or any of the following:
- 9.2.1 Common Portions (except the right of common use as mentioned in clause 9.1.3 hereinabove);
 - 9.2.2 Open and covered spaces in the Buildings and the Premises not included in the Common Portions mentioned in the **THIRD SCHEDULE** hereto;

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Vendors

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Builder

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Purchaser

- 9.2.3 Other Flats, Units and Vehicle Parking Spaces in the Buildings and/or the Premises; and
 - 9.2.4 The Vendors' and/or Builder's right of further construction on any part of the Land comprised in the Premises or raising of any additional floor / storey / construction over the roofs of the Buildings and/or the areas not included in the **THIRD SCHEDULE** hereunder written.
 - 9.2.5 The ultimate roofs of the Buildings; save and except only for the purpose of access to common installations for repairs, renewals and maintenance.
 - 9.2.6 The parts and portions of the Premises identified by the Builder to be exclusively held, used and enjoyed by the owners and/or occupiers of the commercial areas in the Premises.
- 9.3 In respect of the Flats, Units, Vehicle Parking Spaces, other spaces, properties and rights which are not intended to be transferred to the Purchaser as aforesaid, the Builder shall at all times be entitled to use, utilise, transfer, alienate, part with possession of, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Builder in its absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.
- 9.4 The proportionate share of the Purchaser in respect of any matter referred to under this Agreement shall be such as may be determined by the Builder and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.
- 9.5 The right of the Purchaser regarding the Said Undivided Share shall be variable depending on further/additional constructions and development, if any, that may be made by the Builder from time to time in future and the Purchaser hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim or objection can or shall be raised regarding the same by the Purchaser under any circumstance including in the event of reduction of the proportionate share of the Purchaser in the Land and the Common Portions.
- 9.6 The Builder shall have the exclusive right and be entitled at all times to erect, install, display and maintain and/or to permit and/or grant rights to third parties against payment of consideration / charges to the Builder, to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays, etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises without being required to pay any charges for the same to the Unit Owners or the Association and neither the Unit Owners (including the Purchaser) nor the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display signs, neon-signs, lighted displays, etc. shall accrue to the Vendors and the Builder exclusively.
- 9.7 The Vendors, the Builder and their men and agents and/or assigns shall have the exclusive right and be entitled at all times to install or set up and/or permit and/or grant rights to outside / third parties against payment of consideration / charges to the Builder for installing and/or setting up communication towers or other installation of any other gadgets and/or instruments required for operation of mobile telephones, including V-SAT, dish and/or other antennas and other communications and satellite systems within the Premises or on the roofs of the Buildings and neither the Unit Owners (including the Purchaser) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever and any revenue that may be earned, whether one-time or recurring, therefrom, shall accrue to the Vendors and the Builder exclusively.

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Vendors	Builder	Purchaser
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9.8 The Purchaser shall not have any right or lien in respect of the said Unit till physical possession is made over to him after payment of all amounts due and payable by him.

10. Maintenance and Enjoyment

10.1 The Buildings and the Premises shall initially be managed and maintained by the Builder or any Maintenance Agency appointed by the Builder.

10.2 Within one year after registration of the Deeds of Conveyance of all the Units in the Buildings or at any time before such time, as the Builder may in its sole discretion deem fit and proper, the Builder will take steps for formation of the Association. Any association, syndicate, committee, body or society formed by any one or more of the Unit Owners without the prior written consent of the Builder shall not be recognized by the Builder and/or the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Buildings shall only be made over to the Association by the Builder/Maintenance Agency/Department and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Premises.

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

10.4 All papers and documents relating to the formation of the Association shall be prepared and finalised through the Builder's Advocates and the Purchaser hereby consents to accept and sign the same.

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

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

10.7 The rights of the Builder, the Maintenance Agency and the Association relating to certain matters are more fully specified in the **SEVENTH SCHEDULE** hereto and the same shall be binding on the Purchaser.

10.8 The Purchaser shall, after possession is made over to him, use and enjoy the said Unit in a manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner, the Vendors and/or the Builder.

10.9 The obligations and covenants of the Purchaser in respect of the use, maintenance and enjoyment of the said Unit, the Common Portions, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal corporation taxes and other taxes and outgoings are more fully specified in the **EIGHTH SCHEDULE** hereto and the same shall be binding on the Purchaser. It is expressly made clear that the risk in the said Flat and liability of the Purchaser to make payment of all costs, expenses and outgoings in respect of the said Unit including for Maintenance

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Vendors Builder Purchaser

Charges, electricity charges, municipal corporation taxes and other taxes and outgoings shall commence from the 30th day of the date of Notice of Possession notwithstanding anything to the contrary contained in the **EIGHTH SCHEDULE** hereto or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Purchaser or the Agreement / allotment is cancelled / terminated by the Vendors and the Builder.

11. Default

11.1 Failure to make payment of any amount payable by the Purchaser under this Agreement on account of the Agreed Consideration and/or the Additional Payments and/or Mandatory Deposits / Advance / Extra Costs or otherwise within the specified time, or within 30 days of demand if no time is specified, shall amount to a default entitling the Builder to exercise all or any of the Rights on Purchaser's Default.

11.2 Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and obligations of the Purchaser or any breach or default regarding any of them shall amount to a default on the part of the Purchaser and the Builder shall be entitled to exercise all or any of the Rights on Purchaser's Default.

11.3 The Rights on Purchaser's Default are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Vendors and/or the Builder, as the case may be, either jointly or severally, regarding any default on the part of the Purchaser.

11.4 In case of default by the Vendors and/or the Builder, the Purchaser shall be entitled to claim specific performance and for the Vendors' and/or Builder's default in handing over possession of the said Unit on the Date of Possession except:

- (a) due to reasons of Force Majeure conditions; the Purchaser shall be entitled to claim compensation for such delay **at the rate as mentioned in the West Bengal Housing Industry regulation Act , 2017 & West Bengal Housing Industry Regulation Rules , 2018** on the amount of the Agreed Consideration till then paid calculated from the Date of Possession as extended by the amount of time claimed by the Vendors and the Builder on account of Force Majeure conditions and for reasons beyond its control till the date when the Notice of Possession is issued **PROVIDED HOWEVER** that such right of the Purchaser shall stand waived and the Purchaser shall not be entitled to claim any such damages if he has ever committed during the subsistence of Agreement a breach of the terms conditions and covenants on his part contained and which breach would have entitled the Vendors and/or the Builder to cancel this Agreement but which has been waived by the Vendors and the Builder (impliedly or expressly).

12. Force Majeure

12.1 In the event of any delay by the Vendors and the Builder in fulfilling any of their obligations herein due to Force Majeure conditions or for reasons beyond the control or reasonable estimation of the Vendors and the Builder, then and in that event the time for fulfillment of the relevant obligation shall stand suitably extended without any right to the Purchaser to claims damages or any other right against the Vendors and the Builder. The Vendors and the Builder shall not be liable to pay any interest or damages in case of delay, if any for such reasons.

13. Miscellaneous

13.1 The Project/Complex has been named "Utsav" and the same shall always be known by the said name or such other name, as may be fixed by the Builder. The Purchaser and/or the Unit Owners and/or the Association shall not be entitled to change the said name

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Vendors	Builder	Purchaser
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under any circumstances whatsoever. The proposed sale shall be subject to this condition.

- 13.2 This Agreement records the finally agreed terms and conditions between the Vendors and the Builder on the one part and the Purchaser on the other part and all previous oral or written assurances, representations, brochures, general terms and conditions, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be superseded by this Agreement and the same shall be invalid and not binding and the same cannot be relied upon in any manner whatsoever. Any mutual modification or variation of any term or condition recorded in this Agreement shall be valid only if the same is made in writing by all the parties hereto.
- 13.3 The Vendors, the Builder and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Vendors, the Builder and the Purchaser or be construed as a joint venture between the Vendors, the Builder and the Purchaser or constitute an Association of Persons. The transaction contemplated herein is for an ultimate sale and purchase of the said Unit and no form of service is hereby contemplated and the parties agree that neither is the Purchaser a Consumer nor the Vendors or the Builder a Service Provider under the Consumer Protection Act. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors and/or the Builder being liable to make payment of any GST, or any other statutory tax or duty or levy in respect of this Agreement or the transaction contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the said Unit.
- 13.4 Non-enforcement of any right by the Vendors and/or the Builder or any indulgence granted by the Vendors and /or the Builder to the Purchaser or any other Unit Owner shall not amount to waiver of any of the rights of the Vendors and the Builder.
- 13.5 In respect of any of the rights or obligations of the Vendors and the Builder as against or towards the Purchaser, it shall be sufficient if the Builder takes any steps and/or issue notices regarding the same.
- 13.6 The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Vendors and the Builder for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
- 13.7 If the Purchaser is not a resident of India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration / documents to the Builder in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.
- 13.8 The Vendors and the Builder may develop the entire Project with the loan assistance of a third party to whom they may mortgage the entire property towards security for loans and hence the rights created herein will be subject to the prior mortgage / charge of such third party, which shall be discharged only after the dues of such party is cleared and written permission of such party to this effect is obtained.

- 13.9 All taxes including GST duties, levies, surcharges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the Premises, the Buildings and/or the said Unit or the maintenance thereof or the transfer of the said Unit, shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 30 days of demand being made by the Builder and/or the Vendors, as the case may be, and the Vendors and the Builder shall not be liable for the same.
- 13.10 The Purchaser shall be responsible for and shall keep the Vendors and the Builder, the Maintenance Agency and/or the Association saved harmless and indemnified of from and against all damages costs claims demands charges expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Builder indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Builder as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.
- 13.11 In no circumstances interest shall be payable by the Vendors and/or the Builder on any payment or deposit received by them under this Agreement or in pursuance hereof whether by way of Agreed Consideration, Additional Payments, Mandatory Deposits / Advance / Extra Costs and/or otherwise.
- 13.12 This Agreement has been prepared in duplicate. The original of this Agreement has been made over to the Purchaser and it shall be the obligation and responsibility of the Purchaser to make payment of the appropriate stamp duty and registration charges payable in respect thereof and upon notice being received, the Vendors and the Builder shall remain present to admit the execution thereof. The Purchaser hereby indemnifies and agrees to keep saved harmless and indemnified the Vendors and the Builder of from and against all costs charges claims liabilities, obligations, actions, penalty, suits and proceedings whatsoever in the event of any claim, liability or obligation against the Vendors and/or the Builder relating to stamp duty and/or registration charges.

14. Notices

- 14.1 All notices shall be sent by registered post/speed post with acknowledgment due / courier service at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of dispatch.
- 14.2 All notices sent to the Purchaser through e-mail at his e-mail address, if any disclosed at the time of making application, without prejudice to any other mode of services as afore stated in clause 14.1, shall also be deemed to have been duly served on the Purchaser on 1 day after it is sent.

15. Arbitration & Dispute Resolution

- 15.1 Any dispute or difference amongst or between the Vendor/Builder on the one part and the Purchaser on the other part arising out of and/or relating to and/or connected with the said Unit and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and conciliation Act, 1996. The arbitration shall be held in Kolkata. The parties agree that the Sole Arbitrator shall have summary

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Vendors	Builder	Purchaser
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powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. Subject to the above, the arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

(PLEASE INSERT ANY OTHER TERMS AND CONDITIONS AS PER THE CONTRACTUAL UNDERSTANDING BETWEEN THE PARTIES , HOWEVER , PLEASE ENSURE THAT SUCH ADDITIONAL TERMS AND CONDITION ARE NOT IN DEROGATION OF OR INCONSISTANT WITH THE TERMS AND CONDITIONS SET OUT ABOVE OR THE ACT AND THE RULES AND REGULATIONS MADE THEREUNDER.)

16. Jurisdiction

- 16.1 Courts at Kolkata alone shall have exclusive jurisdiction in respect of all matters arising out of this Agreement to the exclusion of all other Courts.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Premises)

ALL THAT the piece and parcel of land containing an area of 55 Decimal (Sataks) equivalent to 33 Cottahs 4 Chittacks 18 sq. ft but in physical possession 51.53 Decimal (Sataks) equivalent to 31 Cottahs 2 Chittacks 37 sq. ft. be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas, comprised in R. S. Khatian No. 222, 223, and 224 R. S. Dag No. 152, 153, 153/1847, 153/1848, 154, 154/1849, 155 Holding no. 233, Garia Place, Post Office:- Garia, Police Station:- Sonarpur, Kolkata 700 084, under ward no. 29, of Rajpur Sonarpur Municipality, under Additional District Sub-Registrar, Garia, District 24 Parganas South and butted and bounded as follows:

- ON THE NORTH:** By Property of Mr. Mrinal Kanti Dutta Chowdhury and part of Dag no 149,
ON THE SOUTH: By Property of Dr. Bikram Banerjee and Mr. Bijan Bagchi and 9' wide Road,
ON THE EAST: By Aditya Apartment and 23'-6"wide municipal road and
ON THE WEST: By Baroda Prasad High School,

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

(Description of the said Flat)

ALL THAT the residential **Flat No.** _____ containing a Salable built-up area of _____ **square feet, (_____ sqm)** having **Carpet Area _____ Sq. Ft. (_____ sqm)** be the same a little more of less, on the _____ **floor** of **Block** of "Utsav" at the Premises more particularly described in the **First Schedule** above written and delineated in the shown in the Plan or Map in colour Red annexed herewith being the part and parcel of this Agreement.

PART-II

(Description of the said Vehicle Parking Space)

ALL THAT the right to use and park one Four Wheeler Car in **Covered Car Parking Space** with Flat at the Premises more particularly described in the **First Schedule** above written.

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Vendors

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Builder

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Purchaser

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of the Common Portions)

- A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:
 - 1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
 - 2. Staircase on all the floors and roof.
 - 3. Staircase landing and lift landings on all floors.
 - 4. Common passage and lobby on the ground floor for garage space area if any.
 - 5. Water pump, water tank, water pipes and other common plumbing installations.
 - 6. Electrical Substation/Transformer, electrical writing meter room, generator room and fittings (excluding those as, are installed for any particular unit).
 - 7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
 - 8. Drainage, sewers and pipes, from the building to the Municipal drainage.
 - 9. Pump House.
 - 10. Boundary walls and main gates.
 - 11. Ventilation duct.
 - 12. Water Treatment Plant.
 - 13. Community Hall, Indoor Games room, Library, Children’s’ Play Area, Caretaker/Security Rest Room, Toilet for Driver/Security (subject to Sanction).
 - 14. Security Check post at the entries.
 - 15. Sit out area at terrace

- A1. The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Builder including those areas and/or spaces in the Premises which have been earmarked by the Builder exclusively for commercial use.

- A2. Access and/or use of the **Community Hall and Gym** shall be permitted in accordance with Rules framed and/or published by the Builder and/or the Association, after its formation, from time to time, Provided However it is hereby clarified that the Builder shall at all times have and also hereby reserves its right to allow / grant membership and/or use of the **Community Hall and Gym** and/or facilities provided therein to third parties / persons other than Unit Owners, subject to such terms and conditions as shall be framed by the Builder for such third parties/persons.

- B. Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:
 - (i) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
 - (ii) Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
 - (iii) Integrated Communication facilities.
 - (iv) Cable TV provision / connectivity.
 - (v) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Specifications of construction as recommended by the Architect)

FOUNDATION	-	RCC structure along with anti terminate treatment;
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 Vendors

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 Builder

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 Purchaser

STRUCTURE	-	RCC framed structure;
EXTERIOR WALL INTERIOR WALL	-	To be finished with suitable paint; Brickwork (as per plan) with POP/Putty finish;
FLOORING	-	Vitrified Tiles in the drawing & dining room, Bedrooms, Verandah/Balcony and in other areas.
LOBBY	-	Elegant lobby with Kota Stone/Marble / Ceramic Tiles/ Granite;
STAIRCASE	-	Spacious staircase with Kota Stone/ Marble
KITCHEN	-	Anti Skied Ceramic tiles on floor & upto 2'-0" height over Granite Platform; Granite slab on cooking platform; Stainless steel sink;
TOILET	-	Anti Skied Ceramic tiles on floor and upto Door height on the walls; Basin & Water Closet of reputed make; CP fittings of reputed make;
ELECTRICAL	-	<p>Concealed copper wiring with modular switches of reputed brand.</p> <p>(a) LIVING/DINING : Two light points, two fan points, one cable T.V. and Telephone point and one 5 amp and one 15 amp Plug point and one calling bell point</p> <p>(b) BED ROOMS : Two light point, 1 fan point and one 5 amp plug point.</p> <p>(c) KITCHEN : One light point, one exhaust/chimney point, one refrigerator point and one microwave point & one aqua guard point.</p> <p>(d) TOILET: Electric points – Light Point, Mirror Light Point, Exhaust Fan point and Geyser point (in One bathroom).</p> <p>(e) W.C.: One light point and one exhaust point.</p> <p><u>COMMON LIGHTING:</u></p> <ul style="list-style-type: none"> • Overhead illumination for compound and street lighting • Necessary illumination in all lobbies, staircases and common areas. • intercom connection***(<i>Additional Cost</i>); Adequate power load; • Power Back-up : ***(<i>Additional Cost</i>); <ul style="list-style-type: none"> a) 1.000 (One) KVA Power back-up will be provided for 3(Three) Bed Room Flats b) 0.800 (Zero decimal Eight Hundred) KVA Power back-up will be provided for 2.5 (Two point Five) Bed Room Flats c) 0.750 (Zero decimal Seven Hundred Fifty) KVA power back-up will be provided for 2 (Two) Bed Room Flats

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Vendors

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Builder

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Purchaser

DOOR & WINDOWS	-	Polish Designer/Laminated flush door with wooden frame having mortise lock of reputed make, Laminated /Coloured reputed make flush door with wooden frame in all rooms. Windows – Aluminium/U.P.V.C Sliding windows with clear glass glazing;
HARDWARE	-	Hardware fittings of reputed make;
LIFT	-	6 passenger with reputed make
WATER SUPPLY	-	Deep Tube well;
Water treatment Plant (WTP), (If installed)		***(<i>Additional Cost</i>);

II. In connection with the specifications mentioned above, the Purchaser should note that the specifications of the materials used in the construction of and the fixtures fittings, installations and equipments installed in the Unit is subject to the following qualifications (where applicable):

1. There may be tonal differences in vitrified and ceramic tiles while manufacturing of different lots. The stated tonality and pattern of granite tops shall be subject to availability.
2. The layout / location of TV / telephone and electrical / power points is subject to Architects' sole discretion and final design.
3. The brand and model of all the materials / equipments supplied are subject to their availabilities and the Builder shall have the sole discretion to substitute the materials / equipments to a comparable one that is available in the market.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I
(Agreed Consideration)

(a)	Consideration for the Undivided Share and for construction and completion of the said Flat including right to use one Four Wheeler Car Parking Space	Rs _____ /-
	TOTAL (A) :	Rs. _____ /-

[Rupees _____ Only]

Note: GST, as applicable, will be payable in addition to the above.

PART-II
(Payment Schedule)

- (a) The Agreed Consideration as mentioned in **PART-I** above is to be paid by the Purchaser to the Builder in the following manner:

SL. NO.	Payment Schedule	%	Amount (Rs.)
1	On Application		
2	On Allotment (Less Application Amount)	10%	
3	On Execution of Agreement For Sale	10%	
4	On Completion of Foundation	10%	

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Vendors

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Builder

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Purchaser

5	On Completion of Ground Floor Roof Casting	10%
6	On Completion of 1st Floor Roof Casting	10%
7	On Completion of 2nd Floor Roof Casting	10%
8	On Completion of 3rd Floor Roof Casting	10%
9	On Completion of 4th Floor Roof Casting	10%
10	On Completion of Brick work of the Unit	15%
11	On Completion and Possession of the Building	5%
TOTAL(Rs.)		

PART-III

(Estimated date of delivery of possession)

The estimated date of making of the said Flat ready for the purpose of delivery of possession is within **June 2020** with a grace period of 6(Six) months. The above shall always be subject to Force Majeure conditions and other provisions as continued in this Agreement. It is clarified that the whole project/all amenities/ installations may not be ready by such time, the project being undertaken in phases.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Additional Payments)

PART-I

A. Additional Payments payable wholly by the Purchaser:

- (i) GST, Betterment Fees, and/or other development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with the construction, sale or transfer of the said Unit in favour of the Purchaser. GST, and other taxes if any will be deducted / adjusted from all amounts already paid by the Purchaser at or before signing of this Agreement in respect of the said Unit which shall be treated as gross of tax. Amount paid (exclusive of GST) will thus be correspondingly reduced and shall be made good by the Purchaser.
- (ii) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the said Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (iii) Charges levied by the Builder for any additional or extra work done or any additional amenity or facility provided including WTP or any changes, additions, alterations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (iv) Agreed legal fees payable to the Vendors'/ Builder's Advocates is **1 (One) %** of the Total Consideration/- out of which **Rs.10,000/-** is payable upon intimation that Agreement for Sale is ready for signature and balance at or before taking possession of the said Unit by Account Payee Cheque drawn in favour of "**SOHAM CONSTRUCTION**". GST, if any as applicable, will be payable in addition to the above.

B. Other payments payable by the Purchaser:

- (i) Before taking possession of the said Flat, the Purchaser shall pay the proportionate share of costs charges and expenses for:
 - (a) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

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Vendors

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Builder

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Purchaser

(b) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

PART-II

(Additional Consideration)

Additional consideration payable by the Purchaser to the Builder in case there be any increase in total Built-up Area and/or Salable Built-up Area of the said Flat upon completion of construction of the Buildings and the measurement being certified by the Builder / Architects. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. However, if there be any reduction in the total Salable Built-up Area of the said Flat, then the differential consideration amount (calculated at the same rate of the Agreed Consideration) shall be adjustable / refundable by the Vendors and/or the Builder, as the case may be, to the Purchaser. In any case, the Additional Payments, wherever the same is liable to paid by the Purchaser on Salable Built-up Area basis, shall also stand increased / decreased proportionately.

PART-III

(For Mandatory Deposits/ Advances/ Extra Costs)

(DEPOSITS & EXTRA CHARGES)

A.	EXTRA CHARGES	
1	Generator	Rs. 60/- per Sq.Ft on Chargeable area
2	Transformer & Electricity Expenses	Rs 50/- per Sq.Ft on Chargeable area.
3	Legal Charges	1% of the Total price
4	Formation of Association and Builders Service Charges (<i>As applicable on actual</i>)	
5	Stamp Duty and Registration Fee	At Applicable rate on the Agreement value.
6	Maintenance Expenses	Rs. 2.75/- per sq ft for 2 years
7	Cost for installation of integrated communication facilities (CC TV/Intercom)	Rs. 5,000 /- per unit
B	DEPOSITS	
1	Electricity Deposit (personal Electric Meter)	At Actual
2	Maintenance Corpus Deposit	Rs. 40 per sq. ft. of the Salable Area.
	Note : GST as applicable	

Note: GST as applicable, will be payable in addition to the above.

The Purchaser agrees and undertakes to pay the amounts of mandatory deposits and advances within **30 (thirty) days of issuance of Notice of Possession**, without raising any objection whatsoever regarding the same. In case of default in making payment of any of the amount as aforesaid within the specified time, the Purchaser will be liable to pay an **interest at the rate as mentioned in the West Bengal Housing Industry regulation Act , 2017 & West Bengal Housing Industry Regulation Rules , 2018**

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Vendors

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Builder

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Purchaser

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Further Rights of Vendors / Builder / Maintenance Agency / Association)

1. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Agreement or otherwise shall be done by the Builder whose decision shall be final and binding on the Purchaser.
2. The Maintenance Charges shall be payable by the Purchaser with effect from the 30th day of Notice of Possession (**Deemed date of Possession**) as fixed by the Builder / Maintenance Agency and shall be payable periodically. Provided That until all payments due under this Agreement are made by the Purchaser, no right of whatsoever nature shall accrue in favour of the Purchaser to obtain possession of the said Flat.
3. The Builder / Maintenance Agency / Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
4. The Builder / Maintenance Agency / Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Unit including water supply, electricity, generator, use of Community Hall and Gym, integrated communication, cable TV, lift, etc., in case of default in timely payment of the periodical Maintenance Charges, Electricity / Generator Charges, Municipal Corporation taxes, Common Expenses, Community Hall and Gym subscription and/or other payments by the Purchaser after giving 30 days notice in writing and further to **an interest at the rate as mentioned in the West Bengal Housing Industry regulation Act , 2017 & West Bengal Housing Industry Regulation Rules , 2018.**
5. The Maintenance Agency / Association shall have the first charge and/or lien over the said Unit in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on transfer of the said Unit till such payments are made in full. The Maintenance Agency / Association shall be entitled to recover such amounts together with interest accrued thereon by sale, transfer, lease, tenancy, etc. of the said Unit.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(Purchaser's Further Covenants)

1. On and from the Notice of Possession, the Purchaser agrees and undertakes and covenants to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Builder /Maintenance Agency/Association from time to time;
 - b) permit the Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Builder / Maintenance Agency or the Association and use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings; not to stack/keep/litter the common passages/lobby/staircase/landings/fire refuse with personal belongings of any kind.
 - d) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Buildings;
 - e) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
 - f) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;

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 Vendors

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 Builder

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 Purchaser

- g) sign and deliver to the Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser and until the same is obtained, the Builder may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Builder;
- h) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;
- i) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;
- j) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Builder at the appropriate time;
- k) pay the monthly subscription for using the Community Hall and Gym by the Purchaser and his family members at such rate as may be quantified by the Builder at the appropriate time;
- l) pay for generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;
- m) allow the other Unit Owners the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator/ Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Builder for the Common Purposes;
- p) not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- s) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Builder and/or the Municipal Corporation and all other concerned or statutory authorities;
- t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;
- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;
- w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;

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Vendors

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Builder

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Purchaser

- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Builder;
 - y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
 - z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Builder/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
 - aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;
 - bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
 - cc) not to claim any right over and/or in respect of any open land at the Premises or in any other open or covered areas of the Buildings and the Premises reserved or intended to be reserved by the Vendors and/or the Builder for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Vendors and the Builder thereat or on any part thereof;
 - dd) not to claim partition or sub-division of the Land comprised in the Premises underneath the Buildings and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof nor to do any act or deed, whereby the rights of the Vendors and the Builder and/or the rights of the purchaser of other Flats in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
 - ee) not to partition the said Flat by metes and bounds;
 - ff) not to shift or obstruct any windows or lights in the said Flat or the Buildings;
 - gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Builder and/or the Association;
 - hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and
 - ii) not to let out or part with possession of the Said Vehicle Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
 - jj) not to let out the said Unit or any part thereof without obtaining prior written permission of the Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.
 - kk) not to park any car or two-wheeler in the Premises if the Purchaser has not been allotted any Vehicle Parking Space and to park only one car or two wheeler in one Vehicle Parking Space and not more than one, even if there be space for more than one in the Vehicle Parking Space.
2. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Builder including any further constructions, additions or alterations that may be made from time to time.

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 Vendors Builder Purchaser

3. The Purchaser agrees, undertakes and covenants not to question the computation of the Salable Built-up Area of the said Flat mentioned in the **SECOND SCHEDULE** hereinabove and not to claim or demand details or calculations of the same under any circumstances whatsoever.
4. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Purchaser shall become liable, with effect from the date of expiry of the period of Notice of Possession, to pay Common Expenses, Maintenance Charges, municipal corporation taxes, common electricity charges, and other payments etc. including those mentioned in sub-paragraphs 1(c), (i), (j), (k), (l) and (o) of this Schedule as also a **fine /guarding charge of Rs.5,000/- per month** (the guarding charge is payable, till the time the Purchaser being otherwise entitled, takes possession of the said Unit). It is however clarified that payment of the aforesaid amounts shall not entitle the Purchaser to any rights of whatsoever nature in respect of the said Unit until the Agreed Consideration, Additional Payments, Mandatory Deposits/Advances/Extra costs and other payments due under this Agreement are paid in full by the Purchaser.

THE NINTH SCHEDULE ABOVE REFERRED TO:
(Rights on Purchaser's Default)

- a) In case of default/delay in making payment of any amount payable under this Agreement (including in particular the Fifth, Sixth and Eighth Schedules hereto) or otherwise by the Purchaser to the Builder within **30** days of the demand being raised, interest shall be payable by the Purchaser at the agreed **rate as mentioned in the West Bengal Housing Industry regulation Act , 2017 & West Bengal Housing Industry Regulation Rules , 2018**. If such default/delay continues beyond 45 days, the Builder shall reserve the right to cancel the agreement and forfeit an amount equivalent to **5% of the agreed consideration** together with interest paid or due and taxes paid or due as on date of cancellation subject to minimum of **Rs.75,000/- (Rupees Seventy Five Thousand) only**.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the said Flat / said Unit, then the Builder shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Builder, then the Purchaser shall be liable to pay to the Builder, compensation and/or damages that may be quantified by the Builder.
- c) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Builder for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Builder, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Vendors and the Builder under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Vendors and the Builder under this Agreement.
- d) In case of default in payment of any amount payable hereunder or otherwise for more than 2 (two) months after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default breach, failure, refusal or neglect within 2 (two) months from the date of issue of the Notice mentioned above, then in that event the Vendors and the Builder shall be entitled to cancel / terminate the Agreement / allotment.

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Vendors	Builder	Purchaser
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- e) If the Purchaser in any manner delays execution of the Deed of Conveyance beyond 30 (thirty) days from the date of notice by the Builder, the Purchaser shall be liable to pay a **penalty of Rs.5,000/- (Rupees Five Thousand only) per month plus applicable taxes** for the period of such delay. Such liability shall be in addition to and without prejudice to the other liabilities of the Purchaser as also the other rights of the Vendors and the Builder, under other provisions of this Agreement. If such delay continues for 6 (six) months or more, then in that event the Vendors and the Builder shall be entitled to cancel / terminate the Agreement / allotment.
- f) In case of cancellation/termination of the Agreement / allotment under any provision of this Agreement, without prejudice to the other rights which the Vendors and the Builder may have against the Purchaser, the Vendors and the Builder shall be entitled to deduct and retain a sum equivalent to **5%** of the agreed consideration together with interest paid or due and taxes paid or due as on date subject to a **minimum of Rs.75,000/- (Rupees Seventy Five Thousand only)**, as pre-determined and agreed liquidated damages for cancellation of the Agreement / allotment and the remaining sum received by the Builder from the Purchaser towards the Agreed Consideration shall be refunded to the Purchaser. Such balance amount shall be refunded without interest upon the sale of the said Unit by the Builder to a new purchaser or the completion of the Buildings, whichever is earlier.
- g) Upon cancellation / termination of the Agreement / Allotment being made by the Vendors and the Builder, all rights and/or claims of the Purchaser, if any, against the Vendors and the Builder, the said Unit, the Buildings and/or the Premises shall stand extinguished and the Vendors and the Builder shall be forthwith entitled to transfer, deal with and dispose of in any manner the said Unit to any person on such terms and conditions as may be deemed fit and proper by the Vendors and the Builder without making any reference to the Purchaser and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- h) If any act or omission of the Purchaser results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Builder compensation and/or damages that may be quantified by the Builder.
- i) Besides the aforesaid rights, the Vendors and/or the Builder shall also be entitled to any other right to which the Vendors and the Builder may be entitled to in law or equity by reason of any default or breach on the part of the Purchaser.

THE TENTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

1. That one Chandi Charan Aditya during his life time was absolutely seized and possessed of or otherwise well and sufficiently jointly entitled to **ALL THAT** the piece and parcel of land containing an area of **72 Decimal (Sataks)** be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area in sataks
222	152	21
224	153	20
223	154	19
224	155	12

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Vendors

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Builder

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Purchaser

	Total:	72
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(hereinafter referred to as the “**Said entire Land**”) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

2. The said Chandi Charan Aditya, during his life time Hindu, was governed by the Dayabhaga School of Law, died intestate leaving behind him surviving his two sons namely and (1) **Sri Nanilal Aditya** and (2) **Sri Dharendra Nath Aditya** who upon his death became the owner of their respective undivided ½ (Half) share and/or interest in respect of the said entire land.

3. That by a Bengali deed of Amicable Partition/Settlement executed on 07/10/1947 by and between the said Sri Nanilal Aditya therein referred to as the party of the First Part and the said Sri Dharendra Nath Aditya therein referred to as the party of the Second Part, and registered with the office of the Sub Registrar Baruipur, South 24 Parganas, in Book No. I, Volume No. 54, pages from 53 to 57 being no. 04848 for the year 1947, the parties therein amicably partitioned and demarcated the said entire land amongst them.

4. That by virtue of said partition deed being no. 04848 for the year 1947 the said Sri Nanilal Aditya became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land containing an area of **40 Decimal (Sataks)** be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas comprised in-

R.S. Khatian Nos.	R.S. Dag Nos.	Area in sataks
222	152	21
224	153	9
224	153/1848	1
223	154/1849	9
	Total:	40

(hereinafter referred to as the “**Said Plots of Land of Nanilal Aditya**”) and mutated his name in the records of the of the Revenue Survey Settlement as an owner and paid taxes thereon.

5. That by a Deed of Patta executed on 23/03/1949 by and between the said Nanilal Aditya therein referred to as the Pattapatra Donor and one Srimati Bimala Das therein referred to as the Pattapatra Receiver, the said Donor therein sold granted conveyed transferred assigned and assured unto in favour of the said receiver All that the piece and parcel of the land admeasuring an area of **5 decimal out of the total 21 decimal** from the Said Plots of Land of Nanilal Aditya more fully and particularly described in the Schedule thereunder written as per the chart below:-

R.S. Khatian Nos.	R.S. Dag Nos.	Total Area	Sold Area in sataks
222	152	21	5

6. That the said Nanilal Aditya during his life time has executed a Will in favour of his son namely Sri Birendra Nath Aditya in respect of the remaining said Plots of Land of Nanilal Aditya. After death of said Nanilal Aditya the said Birendra Nath Aditya obtained the probate on 24/08/1960 in connection with the probate case no. 164 of 1959 from the learned court of the District Delegate, Alipur, South 24 Parganas.

7. That the said Birendra Nath Aditya died intestate on 21/02/1972 leaving behind him surviving his wife Srimati Sefali Aditya three sons namely and (1) Sri Udayan Aditya (2) Sri Amiya Aditya (3) Sri Romio Aditya who upon his death became the owner of their respective undivided ¼th Share each of the remaining said Plots of Land of Nanilal Aditya and jointly mutated their names the said remaining said Plots of Land of Nanilal Aditya before Rajpur Sonarpur Municipality a new Holding No. 232, Garia Place, Ward No. 29 was Allotted against the said Plots of Land of Nanilal Aditya.

8. That being desirous to develop a part from remaining said Plots of Land of Nanilal Aditya, by a Development Agreement dated 16/08/2010 by and between the said Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya and Sri Romio Aditya therein jointly referred to as the

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Vendors

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Builder

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Purchaser

Owners of the One Part and One M/s Bijaya Construction, Partnership Firm therein referred to as the Developer of the other part the said Owners therein for development and/or construction has given All that the piece and parcel of the land admeasuring an area of **12 decimal out of the remaining total 16 decimal** from the Said Plots of Land of Nanilal Aditya more fully and particularly described in the Schedule thereunder written as per the chart below:-

R.S. Khatian Nos.	R.S. Dag Nos.	Total Area	Sold Area in sataks
222	152	16	12

9. Thus accordingly the said Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya and Sri Romio Aditya jointly became the owners of their respective undivided shares in respect of **ALL THAT** the piece and parcel of land containing an area of **23 Decimal (Sataks)** be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas comprised in

R.S. Khatian Nos.	R.S. Dag Nos.	Area in sataks
222	152	4
224	153	9
224	153/1848	1
223	154/1849	9
Total:		23

of Holding No. 232, Garia Place, Post Office:- Garia, Police Station:- Sonarpur, Kolkata 700 084, under Ward No. 29, of Rajpur Sonarpur Municipality, under Additional District Sub-Registrar, Garia, District 24 Parganas South (*herein after referred to as the 1st plot of Lands*) more fully and particularly describe in the **First Schedule** hereunder written

10. That the said Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya and Sri Romio Aditya jointly being desirous of developing the **said 1st plot of Lands** and decided to construct multi storied residential building/complex on the said *1st plot of Lands* after demolition of the existing structures standing thereon. Thus the said Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya and Sri Romio Aditya jointly appointed one M/s Soham Construction a proprietorship firm, as their Developer and/or Agent for the purpose of construction of a multi storied residential building/complex to be developed by the Developer on the said *1st plot of Lands* and as such on 17/02/2014 the said Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya and Sri Romio Aditya jointly entered into an Agreement with the Developer herein and registered with the office of the District Sub-Registrar – IV, South 24 Parganas in Book No. I CD Volume No.6, Pages 02479 to 02522 being Deed No. 01125 for the year 2014 on the terms and conditions as recorded in the said Developer’s Agreement.

11. In accordance with the aforesaid Agreement dated 17/02/2014 said Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya and Sri Romio Aditya jointly duly executed a Power of Attorney dated 17/02/2014 registered with the office of the District Sub- Registrar – IV, South 24 Parganas in Book No. I, CD Volume No.6, Pages 02322 to 02339 being Deed No. 01126 for the year 2014 in favour of one M/s Soham Construction a proprietorship firm, as their Developer inter alia permitting the Developer to enter into agreements for sale with prospective purchasers for sale of apartments and also to sign, execute and admit the necessary deeds of conveyance as well as submit all papers/documents and plans for approval, for the purpose of implementation and/or completion of the residential building.

12. That by virtue of said partition deed being no. 04848 for the year 1947 the said Sri Dharendra Nath Aditya became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land containing an area of **32 Decimal (Sataks)** be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas comprised in –

.....
Vendors

.....
Builder

.....
Purchaser

R.S. Khatian Nos.	R.S. Dag Nos.	Area in sataks
224	153	9
224	153/1847	1
223	154	10
224	155	12
	Total:	32

(hereinafter collectively referred to as the “**Said Plots of Land of Dharendra Nath Aditya**”) and mutated his name in the records of the of the Revenue Survey Settlement as an owner and paid taxes thereon.

13. That the said Dharendra Nath Aditya died intestate on 09/10/1973 leaving behind him surviving his four sons namely and (1) Sri Sambhu Nath Aditya (2) Sri Sankar Nath Aditya (3) Sri Samir Kumar Aditya and (4) Sekhar Nath Aditya and Only one married daughter (1) Srimati Sova Rani Roy who upon his death became the owner of their respective undivided 1/5 (One Fifth) share and/or interest in respect of the Said Plots of Land of Dharendra Nath Aditya.

14. That by a Bengali deed of Amicable Partition executed on 04/05/1984 by and between the said Sri Sambhu Nath Aditya, Sri Sankar Nath Aditya, Sri Samir Kumar Aditya and Sekhar Nath Aditya therein jointly referred to as the party of the First Part, Second Part, Third Part and Fourth Part respectively and the said Srimati Sova Rani Roy therein referred to as the party of the Fifth Part, and registered with the office of the District Registrar Alipur, South 24 Parganas, in Book No. I, being no. 05615 for the year 1984, the parties therein amicably partitioned the Said Plots of Land of Dharendra Nath Aditya amongst themselves.

15. That by virtue of said partition deed being no. 05615 for the year 1984 the said Sri Sambhu Nath Aditya, Sri Sankar Nath Aditya, Sri Samir Kumar Aditya and Sekhar Nath Aditya became the sole and exclusive owner of their respective plots of land from the said Plots of Land of Dharendra Nath Aditya.

16. That the said Sankar Aditya died intestate as Bachelor on 02/12/1993 leaving behind him surviving his three Brothers namely and (1) Sri Sambhu Nath Aditya (2) Sri Samir Kumar Aditya (3) Sekhar Nath Aditya and sister (4) Srimati Sova Rani Roy who upon his death became the owner of their respective undivided 1/5 (One Fifth) share and/or interest of the land as per the chart.

17. That the said Sri Sambhu Nath Aditya died intestate on 30/12/2011 leaving behind him surviving his wife (1) Srimati Sobha Aditya, two sons (2) Sri Goutam Aditya (3) Sri Pankaj Aditya and one married daughter (4) Srimati Sampa Dam who upon his death became the owner of the land of Sambhu Nath Aditya.

18. That the said Sekhar Nath Aditya during his life time has executed a Will in favour of his wife namely Srimati Krishna Aditya in respect of the property of Sekhar Nath Aditya. After death of said Sekhar Nath Aditya the said Srimati Krishna Aditya obtained the probate on 01/12/2014 in connection with the probate case no. 20 of 2014 from the learned court of the District Delegate, Alipur, South 24 Parganas.

19. That the said Srimati Sova Rani Roy died intestate on 18/11/2005 leaving behind him surviving his son (1) Dr. Somnath Roy who upon her death became the owner of the land of Sova Rani Roy.

20. Thus the said (1) Srimati Sobha Aditya, (2) Sri Goutam Aditya (3) Sri Pankaj Aditya (4) Srimati Sampa Dam (5) Sri Samir Kumar Aditya, (6) Srimati Krishna Aditya and (7) Dr. Somnath Roy jointly became the owners of their respective shares in respect of **ALL THAT** the piece and parcel of land containing an area of **32 Decimal (Sataks)** be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas comprised in

R.S. Khatian Nos.	R.S. Dag Nos.	Area in sataks
224	153	9
224	153/1847	1
223	154	10

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Vendors

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Builder

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Purchaser

224	155	12
	Total:	32

Presently at **Holding No. 233**, Garia Place, Post Office:- Garia, Police Station:- Sonarpur, Kolkata 700 084, under Ward No. 29, of Rajpur Sonarpur Municipality, under Additional District Sub-Registrar, Garia, District 24 Parganas South (*herein after referred to as the 2nd plot of Lands*) more fully and particularly describe in the **Second Schedule** hereunder written.

21. That thus the said Srimati Sobha Aditya, Sri Goutam Aditya, Sri Pankaj Aditya, Srimati Sampa Dam, Sri Samir Kumar Aditya, Srimati Krishna Aditya and Dr. Somnath Roy jointly being desirous of developing the said **2nd plot of Lands** and decided to construct multi storied residential building/complex on the said **2nd plot of Lands** after demolition of the existing structures standing thereon. Thus the said Srimati Sobha Aditya, Sri Goutam Aditya, Sri Pankaj Aditya, Srimati Sampa Dam, Sri Samir Kumar Aditya, Srimati Krishna Aditya and Dr. Somnath Roy jointly appointed one M/s Soham Construction a proprietorship firm, as their Developer and/or Agent for the purpose of construction of a multi storied residential building/complex to be developed by the Developer on the said **2nd plot of Lands** and as such on 23/12/2013 the said Sefali Aditya, Sri Udayan Aditya, Sri Amiya Aditya and Sri Romio Aditya jointly entered into an Agreement with the Developer herein and registered with the office of the District Sub-Registrar – IV, South 24 Parganas in Book No. I CD Volume No.48, Pages 01203 to 0246 being Deed No. 09448 for the year 2013 on the terms and conditions as recorded in the said Developer’s Agreement.

22. In accordance with the aforesaid Agreement dated 23/12/2013 Srimati Sobha Aditya, Sri Goutam Aditya, Sri Pankaj Aditya, Srimati Sampa Dam, Sri Samir Kumar Aditya, Srimati Krishna Aditya and Dr. Somnath Roy jointly duly executed a Power of Attorney dated 23/12/2013 registered with the office of the District Sub- Registrar – IV, South 24 Parganas in Book No. I, CD Volume No.48, Pages 01247 to 01261 being Deed No. 09449 for the year 2013 in favour of one M/s Soham Construction a proprietorship firm, as their Developer inter alia permitting the Developer to enter into agreements for sale with prospective purchasers for sale of apartments and also to sign, execute and admit the necessary deeds of conveyance as well as submit all papers/documents and plans for approval, for the purpose of implementation and/or completion of the residential building.

23. Thus the Owners of the 1st plot of Lands and the 2nd plot of Lands, respectively, jointly decided to develop the both lands and amicably amalgamated the said plots of **ALL THAT** the piece and parcel of land containing an area of 55 Decimal (Sataks) equivalent to 33 Cottahs 4 Chittacks 18 sq. ft but in physical possession 51.53 Decimal (Sataks) equivalent to 31 Cottahs 2 Chittacks 37 sq. ft. be the same a little more or less in Mouza:- Barhans Fartabad, Parganas Madanmolla, Police Station:- Sonarpur, J. L. No.47, Touzi No.109, R.S. No. 7, in the District of South 24-Parganas, comprised in R. S. Khatian No. 222, 223, and 224 R. S. Dag No. 152, 153, 153/1847, 153/1848, 154, 154/1849, 155 Holding no. 233, Garia Place, Post Office:- Garia, Police Station:- Sonarpur, Kolkata 700 084, under ward no. 29, of Rajpur Sonarpur Municipality, under Additional District Sub-Registrar, Garia, District 24 Parganas South herein above referred to as the premises..

24. Accordingly, said, M/s Soham Construction, a proprietorship firm, being the Developer became solely entitled to develop an integrated modern residential housing complex. Accordingly, the Developer duly prepared and forwarded the necessary building/site plans for the construction of various self contained apartments/flats upon the said property to Rajpur Sonarpur Municipality for approvals, and the said Rajpur Sonarpur Municipality duly approved the site/floor plans vide no. **53/CB/29/60 dated 06/06/2017** and elevation/other plans (hereinafter referred to as “**the plans**”).

25. The other necessary clearances and approvals for completion of the construction of the residential building were obtained from the concerned authorities. The developer named the complex as “**Utsab Housing Complex**” consisting 1 (one) residential G+IV storied Tower/Block building (hereinafter referred to as “**Said Tower**”) in accordance with the Sanctioned Plan and

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Vendors

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Builder

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Purchaser

has also demarcated and/or defined various parts and portions of the said residential buildings and the facilities created and/or to be created there at for the respective Apartments.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED on
behalf of the **VENDORS**
By their Constituted Attorney
Mr.,
in the presence of:

SIGNED AND DELIVERED
by the **BUILDER** at
in the presence of:

SIGNED AND DELIVERED
by the **PURCHASER** at
in the presence of:

.....
Vendors

.....
Builder

.....
Purchaser

MEMO OF CONSIDERATION

Received a sum of **Rs. _____** /- (**Rupees _____ Only**) as a Part payment and/or Earnets Money on allotment as per the statement below:-

SL. NO.	Payment Schedule		Amount (Rs.)
1			
2			
3			
TOTAL(Rs.)			

(RUPEES _____ ONLY)

SIGNED AND DELIVERED

by the **BUILDER** at ___
in the presence of:

.....
Vendors

.....
Builder

.....
Purchaser

DATED THIS DAY OF, 2018

BETWEEN

SMT. SEPHALI ADITYA. & ORS.

.... Vendors

AND

M/S. SOHAM CONSTRUCTION

.... Builder

AND

.... Purchaser

Juriste Legal
364/31 N.S.C. Bose Road,
Kolkata: 700 047
Phone:- +91 33 2430 6273
Mobile :- +91 90 0760 2062
juriste.legal@gmail.com

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Vendors

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Builder

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Purchaser