

PROFORMA OF AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the _____ day of _____, 2019 A.D.

BETWEEN

M/S. RMB DEVELOPER & PROJECTS PRIVATE LIMITED (PAN - AACR3347P & CIN - U70101WB2006PTC019062), a Private Limited Company within the meaning of Companies Act, 2013, having its Registered office at Plot No. - 70, RMB House, Udayan Industrial Estate, 3, Pagladanga Road, Kolkata - 700015, Post Office & Police Station - Tangra, District - South 24 Parganas, represented by one of its Directors namely **SRI PRAN KRISHNA BHAUMIK (PAN - AEAPB7104G)**, son of Late Radhika Mohan Bhaumik, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at AAKASH, 2nd Floor, P-108, Kalindi Housing Scheme, Kolkata - 700089, Post Office & Police Station - Lake Town, District - North 24 Parganas, hereinafter referred to as the **“OWNER/VENDOR”**.

The Owner/Vendor herein is represented by its Constituted Attorney, named, **SRI RAMKRISHNA DAS (PAN-ADUPD5724B)**, son of Lt. Rakhil Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 637, Rajdanga Main Road, Kolkata - 700107, Post Office - E.K.T.P., Police Station - Kasba, District - South 24 Parganas (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor or successors-in-office, legal representatives and assigns etc.) of the **FIRST PART**.

AND

M/S. KRISHNA HI-TECH BUILDERS PRIVATE LIMITED (PAN - AAGCK3059E & CIN - U45400WB2015PTC208172), a Private Limited Company within the meaning of Companies Act, 2013, having its Registered office at 637, Rajdanga Main Road, Kolkata 700107, Post Office - E.K.T.P., Police Station - Kasba, District - South 24 Parganas, represented by one of its Directors namely; **SRI RAMKRISHNA DAS (PAN-ADUPD5724B)**, son of Lt. Rakhil Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 637, Rajdanga Main Road, Kolkata - 700107, Post Office E.K.T.P., Police Station - Kasba, District - South 24 Parganas, hereinafter referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which term and/or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns etc.) of the **SECOND PART**.

AND

SRI/SMT _____ (**PAN-** _____), son/wo..... of _____, by faith/religion - _____, by Occupation - _____, by Nationality & Citizenship - Indian, residing at _____, PIN - _____, Post Office - _____, Police Station - _____, District - _____,

OR;

M/S. _____ (**PAN -** _____ **& CIN -** _____), a Private Limited Company within the meaning of Companies Act, 2013, having its Registered office at _____, PIN - _____, Post Office - _____, Police Station - _____, District - _____, represented by one of its Directors namely; **SRI** _____ (**PAN-** _____), son of _____, by faith/religion - _____, by Occupation - _____, by Nationality & Citizenship - Indian, residing at _____, PIN - _____, Post Office - _____, Police Station - _____, District - _____, hereinafter referred to as the **“PURCHASER”** (which term and/or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and his heirs, executors, administrators, successors, legal representatives and assigns etc.

OR

which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor or successors-in-office, legal representatives and assigns etc.) of the **THIRD PART**.

In this agreement reference to a Person includes a reference to a Corporation, Firm, or other entity and vice versa. Words in singular shall include the plural and vice

versa, Reference to a Gender includes a reference to all other genders. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted; Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this agreement; and the heading used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement. Recitals to this Agreement as stated above shall form an integral part of this Agreement.

WHEREAS :

1. By virtue of a Deed of Conveyance executed on 17th day of March, 2011 **ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) Sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689, 690 & 691 under R.S. Khatian No. 231, L.R. Khatian No. 1343 (prior thereto 643) TOGETHERWITH more or less with 500 (five hundred) Sq.ft. of tiled shed structure standing thereon under Municipal Ward No. 8 within the limits of Rajpur - Sonarpur Municipality, Police Station - Sonarpur, within Mouza - Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South), TOGETHERWITH easements rights attached thereto, was conveyed transferred sold alienated in favour of the **M/S. RMB Developer & Projects Pvt. Ltd.** by the erstwhile owner of the said property, namely, M/S. Basu Infracon Private Limited, a Private Limited Company, incorporated under the Companies Act, 1956, having its registered office at 220, Dum Dum Park, P.S. - Lake Town, Kolkata 700055, District - 24 Parganas (North), absolutely and forever.

The said Deed of Conveyance was registered with the Office of the D.S.R - IV, South 24 Parganas and recorded in Book No. I, CD Volume No. 8, Pages from 550 to 584, Being No. 02178 for the year 2011 dated 17.03.2011.

2. After becoming the absolute owner thereof the said **M/S. RMB Developer & Projects Pvt. Ltd.**, being the party of the First Part, mutated its name in the record of the concerned Municipal Authority and obtained **Municipal Holding No.3112**, against the said property in its name and also mutated its name in the record of the concerned B.L.& L.R.O and obtained **L.R. Khatian No.1467** and paying taxes and khajnas to the concerned authorities.

3. The said party of the First Part, being desirous of developing and exploiting commercially the **said Land**, by itself, upon dismantling the then existing structure and decided to set up a **"Residential Project"** with all modern facilities and amenities upon the 'Said Land', prepared a **Building Plan** for the said premises and submitted the same to the Rajpur - Sonarpur Municipality for sanction and the Rajpur - Sonarpur Municipality accorded its sanction vide **Plan No. 225/CB/08/24 dated 08.05.2015**.

4. The said party of the First Part, due to some unavoidable and compelling circumstances, being not in a position to carry out the said development work was in search of a suitable person or body, who can undertake the responsibility in relation to construction and development of the residue part of the project at the “**said Premises**”, at its own arrangement and expenses.

5. The Owner herein, being well versed about the repute and credentials of the developer herein in the field of development and construction made an approach to the Developer to develop the residue part of the project at the “**said Premises**”, at the Developer’s cost and expenses in accordance with the **building plan vide Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the concerned authority viz. Rajpur - Sonarpur Municipality, for consideration, as contained hereunder.

AND WHEREAS the Developer herein being satisfied with the offer and approach of the Owner herein, accepted the proposal of the Owner herein, inclusive of consideration hereafter contained and, therefore, the parties of the First part & Second Part herein entered into a “Development Agreement” dated 18.01.2019, which was Registered with the Office of the A.R.A. - I, Kolkata and Recorded in Book No. I, Volume No. 1901-2019, Pages from 30657 to 30719, Being No. 190100441, for the year 2019, (hereinafter referred to as the “**said Development Agreement**”) defining their respective rights, duties and obligations, in respect of carrying out such project at their mutual advantage, at the said Premises, and also executed “Development Power after Registered Agreement” dated 18.01.2019, which was Registered with the Office of the A.R.A. - III, Kolkata and Recorded in Book No. IV, Volume No. 1903-2019, Pages from 17796 to 17824, Being No. 190300447, for the year 2019 (hereinafter referred to as the “**said Power of Attorney**”), by virtue of which the Owner herein entrusted to complete the remaining part of construction and development of the project and to do the remaining phase of work in accordance with the **Building Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the concerned authority viz. Rajpur - Sonarpur Municipality, including the amendment or modification thereof and shall include residential building, car parking spaces, unit/shops, underground water tank, tubewell, borewell, Iron Removing plant, drainage & sewerage system, electric connection and any other settlement infrastructure and also to sell residential Flats, units, Shop, Semi - commercial and commercial units, if any, Car Parking Spaces, Two Wheeler Parking Spaces and other spaces and units proposed to be constructed thereon, in terms of the said “**DEVELOPMENT AGREEMENT**” on the “**SAID PREMISES**”.

AND WHEREAS the Developer has, in accordance with the provisions of **West Bengal Housing Industry Regulation Act, 2017 (HIRA)** and Rules framed thereunder, registered the Project with the Housing Industry Regulatory Authority vide Registration No. _____ dated _____.

AND WHEREAS during the continuance of the construction work the Purchaser/s herein, being desirous of purchasing a self contained residential Flat/Car Parking Space/Unit and being satisfied with the right, title and interest of the Owner/Vendor and the

Developer on the Said Land, have approached and offered the purchaser to purchase a residential Flat/Car Parking Space/Unit, to which the land owner as well as the Developer concedes.

AND WHEREAS pursuant to negotiation between the Developer and the Purchaser/s, the Developer and the Owner/Vendor hereby agree to sell and the Purchaser/s hereby agree to purchase **ALL THAT** piece and parcel of residential Flat No. _____, measuring about more or less _____ sq.ft of Carpet Area (_____ sq.ft. of super built up area) in Block - _____, Type - _____, consisting of _____ (_____) bed rooms, _____ (_____) dining -living- drawing, _____ (_____) kitchen, _____ (_____) toilet, _____ (_____) balcony, having Tiles flooring, at the _____ floor (hereinafter for the sake of brevity referred to and called as the "said Flat"), which is morefully and particularly described in the **SECOND SCHEDULE** herein below) of the _____ storied building being constructed on the Said Land as per the specification mentioned in the **THIRD SCHEDULE** hereunder written (hereinafter for the sake of brevity referred to and called as the "said Building"), **TOGETHER WITH** rights of enjoyment of the common areas and common facilities and amenities of the said Building mentioned in the **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** undivided proportionate share in the Said Land more fully described in the **FIRST SCHEDULE** hereunder written **ALONG WITH** the liability of payment of common expenses and maintenance charge mentioned in the **FIFTH SCHEDULE** hereunder written **AND** observing the common restrictions as enumerated mentioned in the **SIXTH SCHEDULE** hereunder written **TOGETHERWITH** proportionate right over the land within the said Premises **ALONG WITH** common rights of easement and facilities are collectively referred to and called as the "said Property", free from all encumbrances, charges, liens, lispendenses, attachment/execution proceedings and acquisition /requisition proceedings at or for a consideration of Rs. _____/- (Rupees _____) only.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties and records the terms and conditions as agreed upon by and between the parties hereto are as follows:-

ARTICLE - I
DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Unless in these presents there is something in the subject or context inconsistent therewith:-

FOR THE PURPOSE OF THIS AGREEMENT, UNLESS THE CONTEXT OTHERWISE REQUIRES THE FOLLOWING DEFINITIONS SHALL MEAN AND INCLUDE AS NOTED BELOW:-

- (1) “**ARCHITECTS / ENGINEERS**” shall mean the architects, engineers and other collaborations, as may from time to time be retained, employed or engaged by the Developer for the purpose of planning, designing and supervision of construction of the Project at the Project Properties;
- (2) “**APPLICABLE LAW(S)**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and shall also include **West Bengal Housing Industry Regulation Act, 2017 (HIRA) and Rules framed thereunder;**
- (3) “**BUILDING PLAN**” shall mean the **Plan No. 225/CB/08/24 dated 08.05.2015**, plan, elevation, design, drawings, specifications of the said building as prepared by the Architect including variations therein, if any, and sanctioned by Rajpur - Sonarpur Municipality including its revision, modification etc.
- (4) “**DEVELOPMENT RIGHTS**” shall refer to the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Project Properties and shall, include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:
 - i. enter upon and take possession of the Project Properties for the purpose of development and construction of the Project and to remain in such possession until the completion of the Project as may be permissible under this Agreement;
 - ii. retain, appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or any other persons to carry out the development and construction of the Project;
 - iii. to apply for and obtain all Sanctions and Permissions including applying for and obtaining any amendment/ modification of the Plan;
 - iv. to carry out all the infrastructure and related work/ constructions for the Project, (including leveling of the Project Properties) internal roads, passages, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and/or

- transformer, all other Common Areas and Installations for the total built up area to be constructed on the Project Properties as per the Plan;
- v. execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with sale of unit/s to be constructed on the Project Properties as envisaged herein and appear before the jurisdictional authority towards registration of the documents;
 - vi. Manage the Development Work and/ or to transfer/ assign such right of maintenance to the Management Association or as may be necessary as agreed herein;
 - vii. apply for and obtain any approvals in its name or in the name of the Owner, including any temporary connections of water, electricity, drainage and sewerage for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
 - viii. generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement;
- (5) **“DEVELOPMENT WORK”** shall mean and include the carrying out of the Development Work of the Project Properties by cutting the earth and filling the lands and erecting internal pucca roads and path ways and also providing all the required facilities and amenities including water, drainage/sewerage and electricity and further construction of New Buildings / Towers and other structures as per the Plan sanctioned by the appropriate authority/authorities and further making the Units transferable to the Intending Buyers;
- (6) **“LAND”** shall mean **ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No. 231, L.R. Khatin No. 1467 (previously 1343, prior thereto 643) under **Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata - 700150**, Municipal Ward No. 8 within the limits of Rajpur - Sonarpur Municipality, Police Station - Sonarpur, within Mouza - Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South), more fully described in the **First Schedule** hereunder written. The said land is clearly demarcated by the boundary wall.
- (7) **“BLOCK”** shall mean the row of contiguous buildings or one large building, divided into separate houses, Flats, Shops, Offices, Car Parking Spaces etc..
- (8) **“BUILDING”** shall mean and include the initially Four (Ground plus three) storied building being constructed on the said premises mentioned in **First Schedule** hereunder in accordance with the Building Plan sanctioned by the Rajpur-Sonarpur Municipality. It shall deem to mean and include construction of additional floors upon the said building if sanctioned by the said Rajpur-Sonarpur Municipality.
- (9) **“CO-HOLDERS”** shall accordingly to its context, mean all persons, who have agreed to hold Flat/Units/Shop/Office space room in the said building including

the Developer for the Flat/Units/Shop room/ Office space not transferred or agreed to be transferred.

- (10) **“CARPET AREA”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment
- (11) **“COVERED AREA”** shall according to its context mean the plinth area of the said Flat/Units/Shops/Rooms/Office space or all the Flat/Units/Shops/Rooms/Office space in the building including the bathroom and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT, if any wall be common between the two Flat/Units/Shops/Rooms/Office space, then half of the area under such wall shall be included in each such Flat/Units /Shops/Rooms/Office space.
- (12) **“BUILT UP AREA”** shall mean the outer perimeter encompassing the Flat plus proportionate stair, lift, Lobby area.
- (13) **“SUPER BUILT AREA”** shall mean 25% in addition to the built up area.
- (14) **“SERVICE INSTALLATIONS”** shall mean power, light, sewers, drain, channels, pipes, gutters, main wires cables, soak ways, over head tank, underground water reservoir and any other apparatus for the supply of water, electricity etc.
- (15) **“TRANSFER”** with all its connotations under the laws of the land, shall mean the transfer of a flat or apartment or any unit from and out of the property.
- (16) **“NEWLY CONSTRUCTED BUILDING”** shall mean and include the Four (Ground plus Three)-storeyed building including the existing Building structure consists of (i) **Block-1.** Foundation, Ground & First floor slab with a store at ground floor level. (ii) **Block-2.** Foundation, Ground, First & Second floor slab with block work at first floor level, already constructed and residue part to be constructed as per Building Plan vide **Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the Rajpur - Sonarpur Municipality, on the said premises mentioned in **First Schedule** hereunder. It shall deem to mean and include construction of additional floors on the said premises if sanctioned by the Rajpur - Sonarpur Municipality.
- (17) **“MANAGEMENT ASSOCIATION”** shall mean the Management Company / Society / Association / Holding Organization nominated by the Developer for the following purposes:
- a. managing, maintaining, up-keeping and administration of the Complex and in particular the Common Areas and Installations of the Project and the New Buildings / Towers;
 - b. rendering services for the Common Facilities to all the Owner and/or occupiers of the New Buildings / Towers;
 - c. collection and disbursement of the Common Expenses;
 - d. regulating mutual rights, obligations and liabilities of the Owner, the Developer, the Intending Buyers and all other Owner and/or occupiers of the New Buildings / Towers / Complex on such terms and in such manner as may be decided by the Developer.

- (18) “**COMPLEX**” shall mean the Project Properties with the New Buildings /Towers and all other constructions made on the Project Properties in terms of this Agreement.
- (19) “**SALEABLE AREAS**” shall include Units (being flats, apartments, shops and other constructed spaces including commercial and/or semi-commercial spaces), covered parking spaces, open parking spaces, two wheeler parking spaces, terraces attached to Units and other areas at the Complex capable of being transferred independently or as appurtenant to any Unit and shall also include any area, signage right or other right/privilege at the Complex capable of being commercially exploited or transferred for valuable consideration.
- (20) “**INTENDING BUYERS**” shall include the persons desirous of owning or acquiring the Saleable Areas from the Parties hereto.
- (21) “**COMPLETION**” in respect of the Project, shall mean the completion of the planning, design, permitting, grant of approvals, construction and development of the Project and as evidenced by the certificate to be issued by the Architect of the Project certifying that the Units / New Buildings / Towers are constructed in accordance with the sanctioned Plan and the Specifications contained in this Agreement pending issuance of the completion / occupancy certificate by the appropriate statutory authority with respect to the Project;
- (22) “**ENCUMBRANCE**” OR “**ENCUMBERED**” shall mean any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership and/or possession of the Project.
- (23) “**SANCTIONS AND PERMISSIONS**” shall mean any approvals, authorizations, permissions, no objection certificates, clearances, permit, sanctions, licenses, etc., in any form whatsoever, obtained now or anytime in future irrespective of its nomenclature required under any Applicable Law from any appropriate authority/authorities, including the permissions from the appropriate authority for the Plan, conversion of land under the State Laws, construction, development, ownership, management, operation, implementation and Completion and disposal of the Project, including any completion / occupancy certificate.
- (24) “**UNIT(S)**” shall mean the self-contained units or bare units, constructed spaces or such other permitted spaces as per Sanctions and Permissions and car parking spaces in the Project to be constructed/developed by the Developer.

ARTICLE-II: SUBJECT MATTER OF SALE

2.1 Said Flat/Unit: **ALL THAT** piece and parcel of residential Flat No. _____, measuring about more or less _____ sq.ft of Carpet Area (_____ sq.ft. of super built up area) in Block - _____, Type - _____, consisting of _____ (_____) bed rooms, _____ (_____) dining - living- drawing, _____ (_____) kitchen, _____ (_____) toilet, _____ (_____) balcony, having Tiles flooring, at the _____ floor of the _____ storied building, being erected on the land described in the First Schedule hereinbelow.

2.2. Said Car Parking Space: 135 sq.ft. of Covered Area.

2.3. Said Two wheeler Parking Space: _____ sq.ft. of Covered Area.

2.4. Shares in Common Portion: Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities, facilities, of the said Block, The said Building complex, as be attributable and appurtenant to the 'said Flat'. The said "Common portion, amenities and facilities" are morefully described in the **Fourth Schedule** hereinbelow **ALONG WITH** the liability of payment of common expenses and maintenance charge mentioned in the FIFTH SCHEDULE hereunder written **AND** observing the common restrictions as enumerated mentioned in the SIXTH SCHEDULE hereunder written **ALONG WITH** common rights of easement and facilities.

2.5. Land Shares: Undivided, impartible, proportionate and variable share in the Land beneath the building/complex within the projects.

ARTICLE-III: CONSENSUS - AD - IDEM

3. During the period of construction of the said multi-storied building, the Purchasers being in search of a Flat/residential unit/ car-parking space approached and offered the Owner/Vendor/Developer herein and the Owner/Vendor/Developer herein being satisfied with the approach of the Purchasers in every respect, accepted the offer of the Purchasers herein, and in that view have agreed upon to enter into this Agreement.

ARTICLE-IV: CONSIDERATION

PART-I

"Agreed Consideration"

4.1. The Owner/Vendor and the Developer/Confirming Party herein has agreed to sell the "Said Flat/Unit" at the consideration of Rs. _____/- (Rupees _____) only, being the price as prevailing in the market and the "said Car Parking Space" at the consideration of Rs. _____/- (Rupees _____) only i.e. the total consideration of Rs. _____/- (Rupees _____) only, the Purchaser/s herein

has agreed to purchase the “Said Flat” and the “said Car Parking Space” (collectively referred to as the “said Property”) at the said consideration.

4.2. The Owner/Vendor and the Developer/Confirming Party herein has agreed to sell and the Purchaser/s herein has/have agreed to purchase “said Property”, which is morefully and particularly described in the **SECOND SCHEDULE** on the terms and conditions hereinunder appearing.

PART-II
“PAYMENT SCHEDULE”

(a) The Agreed Consideration mentioned in Part I of the Third Schedule is to be paid to the Developer/Confirming Party herein in the following manner:

Sl. No.	Amount	Schedules
1.	Rs. _____/-	5% On Application / Booking
2.	Rs. _____/-	20% of the consideration value on Agreement
3.	On completion of Foundation and Ground floor slab casting	15% of the consideration value
4.	On completion of second floor slab casting	15% of the consideration value
5.	On completion of Roof slab casting	15% of the consideration value
6.	On completion of Blockwork and internal plaster of the said Flat	15% of the consideration value
7.	On completion of Flooring of said Flat	10% of the consideration value
8.	On Notice for Possession and on or before the Registration, whichever is earlier	10% or Balance amount of the consideration value

PART-III
“COMPULSORY ADDITIONAL PAYMENTS”

The Purchaser/s are bound to pay towards electrical back up, power supply arrangement/transformer, water-iron removing plant, society formation charges etc. to the Owner/Vendor and the Developer/Confirming Party herein along with GST, other Taxable charges and Duties, in proportionate manner.

PART-IV
“Extras & Deposits”

The Developer shall be entitled charge extras (“Extras”) and obtain deposits (“Deposits”) from the Intending Buyers in the following events:

Extras

- a. The full costs charges and expenses for making by the Developer any additions or alterations and/or for providing any additional facility and/or utility in or relating to the any Unit or Saleable Areas at the request of the Intending Buyer

in excess of the agreed Specifications mentioned in this Agreement shall be borne and paid by such Intending Buyer/s.

- b. All costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.
- c. fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Property (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter;
- d. Security deposit and all additional amounts or increases thereof payable to WBSEB/CESC Ltd. or other electricity service provider for electricity connection at the Complex.
- e. fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the Complex;
- f. Cost of formation of service maintenance company/society;
- g. GST and like taxes on the aforesaid Extras;
- h. Such other amounts as the Developer may charge as extra.
Deposits (which shall be interest free):
 - (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, electricity charges etc.;
 - (b) Deposit on account of Sinking Fund;
 - (c) Such other amounts as the Developer may take as deposit.
 The Deposit Amounts only shall be transferred to the Management Association to be formed for the Common Purposes.

PART-V

(a) It is made clear by the **Developer/Confirming Party** and the **Purchaser/s** agree/s that the “said Flat” alongwith the said Car Parking Space, unless otherwise agreed, togetherwith impartible proportionate right over the land shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent self contained project covering the said land is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity. The project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

(b) The **Developer/Confirming Party** agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottee/s / Purchaser/s, for the payment of outgoing. If the **Developer** fails to pay all or any of the outgoing collected from the Purchaser/s or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee/s / Purchaser/s, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing.

(c) **Adjustment/Appropriation of Payments:** The Purchaser/Allottee authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], if any, in

his/her name and the Purchaser/Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

ARTICLE - V
REPRESENTATIONS AND DECLARATIONS BY OWNER/VENDOR AND
DEVELOPER/CONFIRMING PARTY

5. The Owner/Vendor & Developer/Confirming Party hereby jointly declare and represent as follows:-

- 5.1 Clear and marketable title:** The Owner posses clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Project Properties more fully and particularly described in **the First Schedule** hereunder written.
- 5.2 In possession:** The Owner is in peaceful, legal and physical possession of the Project Properties by way of purchase.
- 5.3 No third party claim:** That excepting the Owner & the Developer, no one else has any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the Project Properties or any portion thereof.
- 5.4 No attachment:** That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the Project Properties or any part thereof nor any such proceeding in respect of the Project Properties is pending in any Court or Semi Judiciary Body or Authority nor any notice in respect of any such proceeding has been received or served on the Owner to the knowledge of the Owner.
- 5.5 Right to enter into this Agreement:** The Owner & the Developer has the absolute right and authority to enter into this Agreement.
- 5.6 Compliance with Applicable Laws:** Pertaining to the title and possession of the Project Properties, the Owner is in absolute compliance of all the Applicable Laws.
- 5.7 No litigation:** There is no order of vesting / acquisition / retention of land comprised in the Project Properties, nor any pending litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Project Properties or the Owner pertaining to the Project Properties or any part thereof. There are no court orders or any orders/directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership and/or possession of the Project Properties vesting with the Owner and the right of development of the Developer;
- 5.9 No Encumbrance and Contiguous:** The Project Properties and all parts of it are free from all kinds of Encumbrance;
- 5.10 Usage of the Project Properties:** The Developer confirm and declare that the Project Properties is absolutely fit for development including construction of self-contained multiple residential / commercial / semi-commercial Units located in multi-storied buildings having common undivided impartible

proportionate ownership of the Project Properties and towards the usage and utilization of the Project Properties for the purpose of the development of the Project as envisaged herein.

- 5.11 No prior Power of Attorney:** The Owner have not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Project Properties or any part thereof for any purpose whatsoever excepting the Developer;
- 5.12 No Outstanding dues:** There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Municipal Authority / Governmental Authority or other Person in connection with the Project Properties.
- 5.13 Exclusive right of Developer:** The Owner hereby grants exclusive right to the Developer to complete the development of the remaining and residue part of the “said Project” upon the “said land”, by way of constructing “newly constructed building” thereon in accordance with the sanctioned **building plan** approved by the Rajpur - Sonarpur Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.
- 5.14 No future impediment:** The Developer agree and covenant that after execution of this Agreement, and except in accordance with the terms hereof, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Project Properties and/ or the constructed area or any part thereof;

ARTICLE VI - COMMENCEMENT & COMPLETION & DELIVERY OF POSSESSION

Commencement:

This agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of these presents.

Completion & Delivery of Possession:

That the Flat/Unit/Car Parking Space, which is subject matter of sale herein, shall be completed by the **Developer/Confirming Party** within one year (with a grace period of further three months), subject to “Force Majeure”, from the date of execution of this agreement and within the said period, when the subject property shall be ready for habitable condition, the ‘possession’ over the said Flat and/or the said Car Parking Space i.e. the subject matter of sale herein, shall be handed over to the Purchaser/s, subject to receipt of the consideration amount and other amount payable under this agreement as well as, as per prevailing laws, within the stipulated period. TIME SHALL BE THE ESSENCE OF THE CONTRACT.

ARTICLE-VII: TERMS & CONDITIONS TO BE OBSERVED & PERFORMED BY THE PARTIES

1. The **Developer/Confirming Party** has agreed to sell and the Purchasers has agreed to purchase the “said Property”, morefully described in the **SECOND**

SCHEDULE hereunder written to which the **Owner/Vendor herein concedes**, at the total consideration of Rs. _____/- (**Rupees** _____) only.

2. The **Owner/Vendor & Developer/Confirming Party** doth hereby covenant with the Purchaser/s that the “**said Property**” agreed to be hereby sold is free from encumbrances and defects in title of any nature whatsoever and that the **Owner/Vendor & Developer/Confirming Party** has full and absolute power to transfer and deliver the ownership & possession of the “**Said Flat/Unit/Car Parking Space**” to the Purchaser/s.

3. The **Developer/Confirming Party** hereby agree and covenant with the Purchaser/s, as follows:-

- a) During the subsistence of this Agreement the **Owner/Vendor & Developer/Confirming Party** shall not sell transfer or alienate or encumber the “**said Property**”.
- b) During the subsistence of this Agreement the **Owner/Vendor & Developer/Confirming Party** shall not enter into any agreement for sale or transfer in respect of the “**said Property**”.
- c) The **Owner/Vendor & Developer/Confirming Party** hereby further undertake that the registration of the “**said Property**” shall be done in favour of the Purchaser/s herein, subject to full payment shall be made by the Purchaser/s hereto within stipulated period.

4. That all the legal documents, Agreements, Deed of Conveyances shall be prepared and registration of the necessary documents among the same shall be conducted only by the panel of Advocates of the **Developer/Confirming Party** herein. The cost and expenses for registration, searching and legal expenses including stamp duty and other incidental charges shall be borne by the Purchaser/s.

5. The Purchaser/s shall not under any circumstances, make construction or alterations on the Verandah/Balconies/Elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the said Flat/Unit/building/premises.

6. The **Developer/Confirming Party** herein shall have full right to use or make further construction either horizontally and/or vertically on the open space or top of the open roof of the building and/or the commercial exploitation of the top of the open roof and Ground floor thereof within any Block and the said flat owners and other owners of the several units in the said building shall not raise any objection or claims whatsoever regarding such construction/commercial exploitation, subject to obtain bonafide approval of the concerned competent authorities.

7. That the Purchaser/s shall follow the Laws and bye Laws of the West Bengal Ownership Apartment Act, or any other laws for the time being in force, applicable in this regard and shall have to be the member/s of the Association/Society/Organisation to be formed by the new flat Owners in respect of the said premises for proper

administration and management of the said buildings/Blocks with regard to the common portions and common expenses thereto.

8. The Purchaser/s shall positively pay the said **Maintenance Charges**, in one time consolidated payment without making any delay, demur or default as per the provision mentioned in Part - IV of Article V herein and thereafter shall pay the maintenance charges regularly in the hand of the maintenance authority, as may be decided by the said maintenance authority.

9. It is hereby made clear that, in case the Purchaser/s proposes to cancel/withdraw his allotment in the project, without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the purchaser shall be returned by the Developer to the allottee/purchaser within 45 (forty five) days of such cancellation.

10. That the Purchaser/s shall have only user right of the ultimate roof of the building.

11. i) So long as each "**said Property**" is assessed separately or form the Flat Owners Association, the Purchasers will bear the proportionate **Municipal Taxes** and/or **Maintenance Expenses** along with other common expenses etc., as envisaged herein.

ii) The Purchasers hereby also undertake herein that they shall make payment in accordance with the **Clause 2** of this instant agreement to the Confirming Party/Developer positively and punctually as hereinabove mentioned, positively, before taking physical possession of the "**said Property**".

iii) The Purchasers shall be liable for payment of 'maintenance charges' of the "**said Property**" as mentioned herein positively, without making any delay, demur and default.

iv) The Purchasers shall be liable for payment of Municipal taxes, charges, levies in respect of enjoyment of their respective Flat/s & the Car Parking/s and proportionate enjoyment of the said Building and premises and for further enjoyment of civic rights thereto since the date of taking possession of their respective Flat/s & the Car Parking/s, till the same is separately mutated and assessed by the concerned Municipal authority or any other authority(s), as the case may be, in the name of the Purchasers, after registration of the Deed of Conveyance of their respective Flats and such proportionate rate shall be paid to the Developer/ Confirming party directly, without any demur, default and deduction whatsoever, immediately the same become due and payable.

12. The Purchasers covenant/s with the **Owner/Vendor & Developer/Confirming Party** as follows:

- i) To see very carefully, honestly and sincerely that no acts, deeds or conduct of the Purchaser/s and/or their guests, relations, friends and visitors disturb and/or causes annoyance to the others Purchasers/occupiers of the building in any way or manner.

- ii) Neither to carry on or permitted to be carried or use the said 'Flat' / 'building' / 'premises' or any part thereof for any illegal or immoral purpose nor to store any obnoxious/ offensive items thereon.
- iii) The Purchasers shall not be entitled to nominate and/or transfer the contractual rights over the "Said Flat"/"Car Parking Space" or the right, title, interest and/or benefit of this Agreement to any person for any reason whatsoever within 1 (one) year from the date of execution of this agreement.
- iv) That the Purchasers may get the name of his/her/their nominee/s substituted in his/her/their place with prior approval of the **Developer/Confirming Party** of the SECOND PART herein after expiry of Six months (starting from the date of signing this agreement). The **Developer/Confirming Party** of the SECOND PART herein may permit such nomination and/or substitution and/or transfer of contractual rights on such terms and conditions, as it may deem appropriate only upon compulsory payment of 1 (one) % of the consideration money to the **Developer/Confirming Party**. This permission shall be in conformity with guidelines if any issued by the local authorities in this behalf. It is understood that substitute of a nominee shall be allowed in case they said flat/Unit has not been conveyed to the Purchaser/s.
- v) That the Purchasers shall have no objection if the Developer construct in additional floor(s), after obtaining necessary sanction from the concerned Municipal Authority.

13. Construction of the Project/Apartment:

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

ARTICLE - VIII: DEVELOPER'S OBLIGATION

1. To apply for and obtain electricity, water and sewerage connections and other essential public, utility services, facilities, or any part thereof in or upon the said newly constructed premises or any part thereof.
2. The developer will provide Completion Certificate (C.C.) / Occupancy Certificate (O.C) from the concerned authority at its own cost within six months from the date of completion of the entire project.

3. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or other, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction under the development project the Developer shall have all the responsibility, and liability.
4. In case of any defect in construction of the Project or part thereof at the Project Properties whether detected while the work is in progress or within one year after Completion, Developer shall take immediate steps to rectify the defect either on its own or upon receipt of any notice from the Owner and/or the Intending Buyers to rectify such defects and all costs, charges and expenses in this connection shall be borne and paid by Developer. Upon such rectification the Developer shall furnish a certificate of the Architect confirming removal of defect.
5. The Project as a whole and the New Buildings / Towers within the Complex shall be constructed under the supervision and guidance of the Architects / Engineers appointed by the Developer. The decision of the Architect / Engineers as to the specification and quality of the materials shall be final, binding and conclusive on the parties.
6. The Developer shall comply with the provisions of **West Bengal Housing Industry Regulation Act, 2017 (HIRA)** and Rules made thereunder for implementation of this Agreement and the Developer shall comply with, perform and fulfill the terms and conditions contained in this agreement and the provisions contained in HIRA and Rules made thereunder.
7. The Developer has, in accordance with the provisions of **West Bengal Housing Industry Regulation Act, 2017 (HIRA)** and Rules framed thereunder, registered the Project with the Housing Industry Regulatory Authority vide No. _____.
8. The Developer shall, at its own costs and expenses, complete the construction of the project complex (including the Common Areas and Installations and the Common Facilities) on the Project Properties upon due compliance of the sanctioned Plans and Applicable Laws affecting the same as they may be advised by its Architects or directed by the concerned Municipal Authority or other authorities and as per the Specifications mentioned herein. In the Complex, the Developer shall provide all necessary Common Areas and Installations, safeguard measures in conformity with HIRA and Rules made thereunder.
9. The Developer confirms and declares that the developer shall be liable and/or responsible for payment of GST, if applicable, on account of construction of the buildings comprised with the project, out of its own fund.

ARTICLE - IX : FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force majeure.

2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion etc. which may be beyond the control of any of the parties.
3. The Developer and the Owners doth hereby agree that in case of any unforeseen happenings such as non-availability of masons and labours, strike, local or national disturbances, riots, natural calamities like flood earthquake etc. And for any other such types of reasons which are not under the control of the Developer herein, the date mentioned above within which the constructional work is to be completed may be extended such further period as mutually agreed by the parties herein.

ARTICLE -IX : EVENTS OF DEFAULTS AND CONSEQUENCES

1. Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events:

- (i) The Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified herein or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority.

For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provisions of all specifications, amenities and facilities, as agreed upon between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

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

2. In case of default by the Developer under the conditions listed above, Purchaser/Allottee is entitled to the following:

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

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing

over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within forty five days of it becoming due.

3 The Purchaser/Allottee shall be considered under a condition of default, on the occurrence of the following events.

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

Provided that the developer shall intimate the allottee about such termination at least thirty days prior to such termination.

- (iii) In case the Allottee/Purchaser wants to cancel the booking of any unit/flat , prior to the execution of Agreement for Sale, in that case, the Developer shall have the right to deduct 10% (ten percent) of the booking money, as processing and documentation fees and refund the balance amount within ten working days thereafter.

ARTICLE X: CONVEYANCE OF THE SAID APARTMENT:

The Developer, on receipt of total price of the Apartment, in terms of this agreement, from the Purchaser/Allottee, shall execute a Deed of Conveyance to convey the title of the Apartment togetherwith proportionate indivisible share in the common areas morefully mentioned in ARTICLE-II, within the specified time period, as mentioned herein.

ARTICLE XI: DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within the period mentioned in Clause 4 of Article VIII, by the Purchaser/Allottee, from the date of handing over possession, it shall be the duty of the developer to rectify such defect without further charge, within the period mentioned therein, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the HIRA Act.

ARTICLE XII: COMPLIANCE WITH RESPECT TO THE APARTMENT

1. Subject to Article - XI above, the Purchaser/Allottee shall after taking possession be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment or the staircases, lift, common passages, corridors, circulation area, atrium or the compound which may in the violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
3. The Allottee/ Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

ARTICLE XIII: COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The parties herein have entered into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations notifications applicable to the project.

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

ARTICLE XIV: ENTIRE AGREEMENT

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

ARTICLE - XV : MICELLANEOUS

- 15.1. Any notice required to be given by the parties shall be deemed to have been served upon the other if delivered by hand and fully acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the parties by the others if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due.
- 15.2. The terms of the agreement between the parties, as envisaged herein, shall be binding upon each of the parties and each of them shall perform their respective obligations accordingly, and none of the parties shall claim non-enforceability of these presents and/or part thereof, as the parties herein have agreed to execute these presents and each of the terms / conditions / stipulations / covenants contained herein, with each of their own accord, with full consent, knowledge and understanding the meaning purport and content of this Indenture, without any undue influence and/or coercion from anybody else.
- 15.3 **Waiver** - No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
- 15.4 **Severability** - If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 15.5 **Delay, Default and/or Negligence by Parties** - Any claim, demand, loss, liability, interest, penalty, damage, action, proceeding or litigation caused by or arising out of any delay default and/or negligence of any of the Parties hereto shall be the separate liability of the Party committing such delay default and/or negligence and all expenses to cure the same shall also be the separate liability of the Party committing such delay default and/or negligence
- 15.6 **Amendment** - The present Agreement may only be amended through written consent by the parties herein.

ARTICLE - XVI: ARBITRATION & JURISDICTION

- 16.1. Any dispute or difference relating to and/or concerning the said Property or any part thereof and/or this Agreement in any manner, shall be referred to arbitration at South 24 Parganas in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrator shall not be bound by the Evidence Act and shall have summary powers and may make or give interim orders, awards and/or directions. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.

- 16.2. The parties hereby confirm that they have voluntarily agreed that the Courts at South 24 Parganas shall have exclusive jurisdiction in respect of matters arising out of or relating to or connected with this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO
(the Said Property)

ALL THAT piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No. 231, L.R. Khatin No. 1467 (previously 1343, prior thereto 643) along with the multi-storied building standing thereon, under Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata - 700150, Municipal Ward No. 8 within the limits of Rajpur - Sonarpur Municipality, Police Station Sonarpur, within Mouza - Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: 24 Parganas (South).

R.S. DAG	L.R DAG	R.S KHATIAN	L.R. KHATIAN	AREA OF LAND WITHIN DAG (DEC.)	NATURE OF LAND
563	689	231	1467	18	BASTU
564	690	231	1467	19	BASTU
565	691	231	1467	16	BASTU

The said land is butted and bounded as follows:

On the North	:	By 22'-06" wide Municipal Road
On the East	:	Part of R.S. Dag Nos. 563, 560 & 562
On the West	:	Part of R.S. Dag Nos. 566 & 567
On the South	:	R.S. Dag No. 752

THE SECOND SCHEDULE
(THE 'SAID FLAT/UNIT')

3.1 Said Flat/Unit: **ALL THAT** piece and parcel of residential Flat No. _____, measuring about more or less _____ sq.ft of Carpet Area (_____ sq.ft. of super built up area) in Block - _____, Type - _____, consisting of _____ (_____) bed rooms, _____ (_____) dining - living- drawing, _____ (_____) kitchen, _____ (_____) toilet, _____ (_____) balcony, having Tiles flooring, at the _____ floor of the _____ storied building, being erected on the land described in the First Schedule hereinbelow.

3.2. Said Car Parking Space: 135 sq.ft. of Covered Area.

3.3. Said Two wheeler Parking Space: _____ sq.ft. of Covered Area.

3.4. **Shares in Common Portion:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities, facilities, of the said Block, The said Building complex, as be attributable and appurtenant to the 'said Flat'. The said "Common portion, amenities and facilities" are morefully described in the **Fourth Schedule** hereinbelow **ALONG WITH** the liability of payment of common expenses and maintenance charge mentioned in the FIFTH SCHEDULE hereunder written **AND** observing the common restrictions as enumerated mentioned in the SIXTH SCHEDULE hereunder written **ALONG WITH** common rights of easement and facilities.

3.5. **Land Shares:** Undivided, impartible, proportionate and variable share in the Land beneath the building/complex within the projects.

THE THIRD SCHEDULE
(THE 'SPECIFICATION')

Specifications

1. **Foundation & Superstructure :**
Reinforced Concrete Cement (R.C.C.) Foundation and Superstructure.
2. **Masonry Work :**
All external walls will be 200mm thick AAC Blocks, conforming to IS:2185, Part-III, Gr-1, of 1984, in chemical mortar joints and complete with cement-sand plaster and Exterior Grade weather coat paint.
All internal walls will be 100mm thick AAC Blocks, conforming to IS:2185, Part-III, Gr-1, of 1984, in chemical mortar joints and complete with cement-sand plaster finished with POP / Putty.
3. **Flooring :**
Vitrified tiles in all Rooms, Kitchen, Balcony Gym, Community Hall and Corridor.
Toilet Anti-skid Ceramic tiles.
Staircase Kota stone.
4. **Kitchen :**
Granite Kitchen Counter with Stainless Steel Sink of standard make.
Dado with Glazed Ceramic tiles upto 600mm height above the Counter.
5. **Toilet :**
Dado with Glazed Ceramic tiles upto 2100mm height.
6. **Sanitary & Plumbing :**
Water Supply with concealed UPVC/CPVC Pipes.
Sewerage & Drainage with PVC Soil & Waste Pipes
Toilet fixture with white Ceramic Basin of standard size,
European style Commode with PVC Cistern of standard make.
Taps & Fittings with chromium plated fixture of standard make.
7. **Doors & Windows :**
Main Door : Decorative flush door of standard make with Godrej Lock.
Internal Door : Flush door of standard make with Godrej Lock.
Toilet Door : PVC frame with shutters of standard make.
Windows : Aluminium Glazed slidding windows of standard make.

8. Railing :

MS Pipe/tube as per design coated with enamel paint.

9. Electrical :

Wiring : Concealed conduit with FRLS Copper wire of standard make.

Switches / Sockets : Modular type of standard make.

Light & Fan Points : As per standard numbers.

TV Point : In Living Room.

Geyser Point : In attached toilet.

A.C. Point : In master Bed Room.

Provision for Micro-oven, Water purifier, Washing machine & Chimney Points.

10. Facilities :

Provided with Elevator, Swimming Pool, Gymnasium, Community Hall, Badminton Court, Children's Play area.

Extra Work: Extra Work shall mean, any additional works and/or installation of any other fittings save and except, as mentioned hereinabove. The Purchaser/s shall have to give a prior intimation to the Developer if any extra work needs to be done and in that case advance payment shall have to be made by the Purchaser/s for such extra finishing separately.

THE FOURTH SCHEDULE
(THE COMMON PARTS/PORCTIONS/FACILITIES)

The common areas and facilities to be enjoyed by the Owner and its transferee /assignees and/or Developer and its transferee/assignees/Co-owners i.e. the Unit holders in common, which shall include:-

COMMON AREAS:

The foundations, columns, beam, supporting main walls, corridors, stairs and landings, entrance and exit through the main gate of the building, corridors, hallways, stairways, passageways, pathways, land scape, which ever may be available, lift-shafts, lift driveways, common lavatories, electrical room, tube well/pump room, boundary wall, caretaker's room, overhead tank, water pump, water reservoir, water supply system, drainage & sewerage system, lightings, street lights within the project land, electric connections, common toilet and the electric water pump in the ground floor and other installations for the same, lift, tube well and water supply, common passages on the ground floor, to and from the building and leading to the Top floor and also the roof of the building together with all common plumbing installations of or carriage of water along with such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about, beneath surface and other spaces and facilities whatsoever required for the establishment allocation enjoyment provision maintenance and/or management of the "Building"/ "Blocks", as the case may be, and/or common facilities or any of them as the case may be and the land and the buildings as are necessary for passage to and/or user of the units in common by the Co-owners, Light fittings in the ground floor, main gate and in the stair case including the lift, further, right to passage in common as aforesaid, electricity, water and so from and to the said buildings

through pipes, drains, wires, conducts lying or bearing in under through the said premises so far as may be reasonably necessary for the beneficial use and occupation of the respective Unit holders, common boundary walls and the main gate of the building/premises.

COMMON FACILITIES shall include corridors, hallways, stairways, passageways, pathways, lift shafts, lifts, driveways, common lavatories, generator rooms, electrical substation, tube well, pump room, overhead water tank, water pump, ultimate roof / terrace, internal roads and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, maintenance and/or management of the building and/or common facilities or any of them thereon as the case may be.

COMMON PURPOSES shall include the purpose of maintaining and managing the said Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit Owner, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owner 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.

THE FIFTH SCHEDULE **(COMMON EXPENSES)**

COMMON EXPENSES:

The Owner herein, along with the new prospective Purchasers i.e. Unit Holders shall bear and pay proportionately towards common expenses for proper maintenance of the common parts/portions/facilities/areas of the building and the common parts/portions/facilities/areas of the entire project area or part thereof, which shall be payable on and from the date of handing over possession of the Unit by the Developer in favour of the respective unit holders and/or registration and/or on the date of expiry of Notice issued by the Developer to take possession of any Unit to the respective Unit Holders, whichever is earlier, for the purpose of maintain the entire project, as follows:

1.1 The expenses of maintaining, repairing, re-decorating of the main structure of the building and in particular the gutter, rain water pipes and electric wires under or upon the building and to be enjoyed or used in common with the occupiers, Unit Holders, of other flats and the main entrances, passages, landings and stair case of the building as enjoyed in common with the occupiers/Unit Holders of the other flats, and/or space in the said building.

1.2. Proportionate share of **Municipal Taxes** and other Government rates and taxes including surcharges, commercial taxes and other taxes, out goings, levies and impositions, and shall be made to the Developer directly, without any demur, default, immediately the same become due and payable, till the same is separately mutated and assessed by the concerned Municipal authority or any other authority(s), as the case may be, in the name of the respective prospective buyers and/or Unit holders.

1.3 The payment of **maintenance charges** for proportionate enjoyment of the Flats/ Units/ commercial units/ semi-commercial units/ car parking spaces etc and for further enjoyment of civic rights thereto, including the costs of repairing, maintaining, cleaning and lighting the passages, landings and stair cases etc. and the other parts of

the buildings, the salaries of Jamadars, Care-takers, Darwans, Officers, Clerks, Chowkidars, Sweepers, Electricians, Plumbers and other employees, the costs of working and maintenance of water pump, common lights and services, maintaining and operating the lifts including other expenses as are necessary or incidental to the maintenance and proper preservation of the new proposed multi storied building/blocks and the said Project area as well, and shall be made to the Developer directly, as and when shall be demanded by the Developer, without any demur, default, immediately the same become due and payable.

THE SIXTH SCHEDULE
(COMMON COVENANTS & RESTRICTIONS)

COMMON COVENANTS & RESTRICTIONS:

1.1 The Unit Holders shall be liable for payment of **Municipal Taxes**, charges, levies in respect of enjoyment of his Unit/Flat/Bunglows and **Maintenance Charges** for proportionate enjoyment of the said Building and premises and for further enjoyment of civic rights thereto from the date of handing over possession of the Unit by the Developer in favour of the respective unit holders and/or registration and/or on the date of expiry of Notice issued by the Developer to take possession of any Unit to the respective Unit Holders, whichever is earlier, as the case may be, as mentioned in the **Fifth Schedule** hereinabove.

1.2. The Developer shall be entitled to erect further stories on the roof of the building and/or constructs further in the open areas within the Project land, if so approved by the concerned authority, to which neither the Owner herein nor any of the Unit Holder of the units of the said Project shall have any objection to the same.

1.3. A separate Block and/or building and/or Blocks/buildings shall be constructed by the Developer for commercial exploitation. None of the other Unit holders/residents therein shall have any objection to the same and shall not even raise any objection thereto and further they shall not have any objection if the Developer intend to and proceed with the commercial exploitation of the ground floor/ shop-area of the said building.

1.4. The aforesaid maintenance charges of the respective Units shall be paid by the Unit Holders/ owner in the hand of the Developer till the formation of new ASSOCIATION consisting of the owners of the said Building by the Developer and formal handing over of the maintenance of the Building / projected areas, in the hand of newly formed association. After such handover the Developer shall not be accountable for carrying out of the said Maintenance work and also the Owner herein shall not be liable for any account to that effect.

1.6. The Unit Holders shall not under any circumstances, make construction or alterations and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the said building/premises. Further, the Unit Holders shall not under any circumstances, make construction or alterations on the Verandah/Balconies/Elevation.

1.7. That any extra work or additional work if done at the instance of the Unit Holders in writing, the cost of such additional work shall be absolutely borne by the

Unit Holders without deducting any amount from the consideration value of the respective Unit.

1.8. Apportionment of any liability of the respective Unit holder in respect of any expenses, taxes, dues, levies or outgoings payable by the Unit Holder pursuant to this Agreement or otherwise, shall be done by the Developer, whose decision shall be final and binding on the Unit Holder.

1.9. The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Unit Holder shall not be entitled to object thereto.

1.10. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Unit Holder and/or the said Flat / Unit in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments by the Unit Holder after giving 15 days notice in writing.

1.11. The owner and Unit Holder shall comply with and observe the rules, House Rules, Gymnasium, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;

1.12. Permit the Developer, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the conducting works under Common Purposes;

1.13. Deposit the amounts for various purposes as required by the Developer /Maintenance Agency or the Association;

1.14. Use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;

1.15. Keep the said Flat / unit and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/ unit in the Building 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 Building/bunglows/premises;

1.16. 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/ unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

1.17. Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/unit of men materials and utilities;

1.18. Sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat/unit from the WBSEB/CESC in the name of the Unit Holder and until the same be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Unit Holder an electric sub-meter in or for the said Flat/UNIT and the Unit Holder shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat/UNIT;

1.19. Allow the other Unit Owners the right to easements and/or quasi-easements;

1.20. Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, payment towards "Reserve Fund" and other payments mentioned herein within prescribed periods and/or in

absence of any prescribed period, within seven days from the date of receipt of demand or relevant bill; and

1.21. To permit surveyors and engineers and masons, workmen with or without materials to enter from time to time into and upon the said flats and every part thereof for the purpose of repairing, cleaning, lighting and keeping in good order or condition, services or drains, pipe cables, water course, garage, wires and structures or either amenities and convenience at the said building which cannot be carried out without such entry.

IN WITNESSES WHEREOF the parties hereto have set their respective hands on the day, month and year mentioned herein above in presence of the following witnesses.

SIGNED SEALED AND DELIVERED

by the Parties at Kolkata in presence of:-

WITNESSES:

1.

As constituted attorney

Signature of the OWNER

2.

**Signature of the
DEVELOPER/CONFIRMING
PARTY**

Signature of the PURCHASER

DRAFTED BY:

_____, Advocate
HIGH COURT, CALCUTTA.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **Purchaser** the within mentioned sum of **Rs.** _____/- (**Rupees** _____) only, as part payment, out of the total consideration of **Rs.** _____/- (**Rupees** _____) only, towards sell of the property mentioned in the Second schedule herein, as per **MEMO** below:

Total: (Rupees _____) only **Rs.** _____/-

WITNESSES:

1.

2.

Signature of the Developer