



# RDB REALTY & INFRASTRUCTURE LIMITED

BIKANER BUILDING, 8/1, LAL BAZAR STREET, 1ST FLOOR, KOLKATA - 700 001 • CIN No. : L16003WB2006PLC110039  
PHONE : +91 33 4450 0500 • FAX : +91-33-2242 0588 • E-mail : secretarial@rdbindia.com • Website : www.rdbindia.com

To,

Date: - \_\_\_\_\_

Mr. \_\_\_\_\_  
\_\_\_\_\_

Re: Allotment of Flat No – \_\_\_\_\_, Block- \_\_\_\_\_, on \_\_\_\_\_ Floor & \_\_\_\_\_ Covered parking at  
REGENT LAKE VIEW  
ANDUL BAZAR, HOWRAH

Dear Sir/Madam ,

We refer to your booking of Flat No- \_\_\_\_\_, on \_\_\_\_\_ Floor area admeasuring \_\_\_\_\_ sq.ft more or less.  
At your request we are pleased to allot for a total consideration of Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_ Only) in “Regent Lake View” at Andul Bazar  
Howrah

We acknowledge the receipt of a sum of Rs. \_\_\_\_\_/-(Rupees  
\_\_\_\_\_ Only ) towards booking amount for Flat.

Thanking you,

Yours faithfully,

For RDB REALTY & INFRASTRUCTURE LIMITED

(Authorized Signatory)



## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made on this \_\_\_\_day of \_\_\_\_\_ TWO THOUSAND AND EIGHTEEN (2018).

### **B E T W E E N**

1. **RAMESH MITRA** (PAN:CNEPM3369P), son of Late Rajendra Nath Mitra, by occupation Retired, 2. **DEBI PROSAD MITRA** (PAN:BZUPM9235Q), by occupation-private titutioning, no. 1 and 2 are residing at Andul, Mullick Bati, P.O.-Andul-Mouri, P.S.-Sankrail, Howrha-7111302, 3. **RITA PAUL** (PAN:COYPP8268R), wife of Surajit Paul, by occupation: house hold duties, residing at 1/3, Joyrampur Jola Road, Parnashree, Kolkata-700060; No. 2 is son and No. 3 is daughter of Late Roma Prasad Mitra. 4. **DEBIKA MITRA** (PAN:ADKPM8967H), by occupation retired, 5. **DEBRUP MITRA** (PAN:ADPPM1725J), by occupation Service, 6. **DEBRAJ MITRA** (PAN:AIYPM6142P), by occupation Service, No. 4 is wife and No. 5 and 6 are sons of Late Rupen Mitra and all are residing at Andul, Mullick Bati, P.O.-Andul-Mouri, P.S.-Sankrail, Howrha-7011302 7. **NANDITA BOSE** (PAN:AXDPB3298B), by occupation house hold duties, duly represented by her son Sourajit Bose as a constituted attorney 8. **SOURAJIT BOSE** (PAN:AXEPB9619B), by occupation service, No. 7 is wife and No. 8 is sons of Late Arup Kumar Bose, both are residing at 42/2A, Cossipore Road, P.S.-Cossipore, Kolkata-700036 9. **PARTHA BOSE** (PAN:AEEPB2436H), by occupation business, 10. **JAYANTA BOSE** (PAN:AGFPB3609K), by occupation business, 11. **BIBEK BOSE** (PAN:BHKPB3513K), by occupation business, nos. 9 to 11 all are residing at 3A, Nabin Sarkar lane, Kolkata-700003, 12. **ARCHANA SINHA** (PAN:DJCPS8830J), wife of late Tarun Kumar Sinha by occupation house hold duties, residing at 132A, Bakul Bagan Road, Kolkata-700025, 13. **KALPANA NANDI** (PAN:ADCPN7764K), wife of Pranab Nandi, by occupation house hold duties, residing at 30, Anath Nath Deb lane, Kolkata- 700064, 14. **ALPANA MITRA** (PAN:CDJPM6530R), wife of Kanchan Mitra, by occupation house hold duties, residing at A-D/72, Saltlake City, Kolkata-7000064, 15. **APARNA GUHA** (PAN:ADJPG4028J), wife of Arijit Guha, by occupation house hold duties, residing at F3E Dabika Appartment, Kolkata- 700084, nos. 9 to 11 are sons and nos. 12 to 15 are daughters of Late Amarendra Nath Bose 16. **SUBRATA RAKSHIT** (PAN:ALLPR8407Q), by occupation Service 17. **DIPENDRA RAKSHIT** (PAN : BRAPR4468M) by occupation service, no. 16 is wife and no. 17 is son of late Ranendra Rakshit, 18. **KALACHAND RAKSHIT** (PAN:AHHPR1266R), son of Late Dharendra Nath Rakshit, by occupation service, nos. 16 to 18 are all residing at P-5, Bansdroni Park, P.O.-

Bansdroni, Kolkata-700070, 19. **SAMPA SEN** (PAN:CXBPS3781G), wife of Arun Sen, by occupation house hold duties, residing at Tedi tala Road, Icchapur, District-North 24 Parganas, 20. **JABARANI BOSE** (PAN:CDRPB0531K), wife of Haradhan Bose, by occupation house hold duties, residing at Boro Kali Tala lane, Chandannagar, Hooghly-712136 21. **SANTA ROYCHOWDHURY** (PAN:ANAPR1872L), wife of Late Monoranjan Roy Chowdhury, by occupation house hold duties, residing at 'Rabindra Vila' 96/11/B, Institute Lane, Baranagar, Dist-North 24 Parganas, Kolkata-700036 , 22. **MAYA RAHA** (PAN:AQZPR8581L), wife of Biswanath Raha, by occupation house hold duties, residing at Ulluberia, old canal side, near swimming pool, P.S.-Ulluberia, District-Howrah 23. **ANURANI PALIT** (PAN:ALCPP5461H), wife of Ashim Palit, by occupation house hold duties, residing at P.O-Battala, Hind Motor, B.B.D. Bag Road, Hooghly, 24. **SUBHANKAR BISWAS** (PAN:AURPB7972R), by occupation Govt. Service, 25. **DIPANKAR BISWAS** (PAN:AWIPB3648R), by occupation Service 26. **DIPALI BISWAS** (PAN:BYOPB9829H), nos. 24, 25 is son and no. 26 is daughter of Mridul Kumar Biswas, all are residing at 28, Chowduri Para 1<sup>st</sup> bye lane, P.O.-Santragachi, P.S.-Shibpur, Howrah 711104 27. **RANU GHOSH** (PAN:ADPPG2942P), wife of Bholanath Ghosh, by occupation house hold duties, residing at Vill.-Andul Bazar, P.O.-Andul Mouri, Howrah -711302, No. 20 to 23 and no. 27 is daughter of late Rajendra Nath Mitra and nos. 24, 25 is grandson and no. 26 is grand daughter of Late Rajendra Nath Mitra, All are by nationality Indian, by faith Hindu and hereinafter jointly called as “ **THE OWNERS /LAND 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, successor-in-interest, nominee and assigns) of the **FIRST PART**

**AND**

**RDB REALTY & INFRASTRUCTURE LIMITED**, (CIN no. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, 1st Floor, Kolkata-700001, West Bengal, (PAN - AADCR8845C), represented by represented by one of it's director Mr. Pradeep Kumar Pugalia (PAN: AIUPP4838M), son of Sri Sumer Mal Pugalia, by faith Hindu, vide board resolution dated \_\_\_\_\_ hereinafter referred to as the **OWNER/DEVELOPER/PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its' successor-in-office, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

**AND**

\_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as the **BUYERS/PURCHASER/ALLOTTEE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his Legal-heirs legal representatives executors administrators and assigns) of the THIRD PART.

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them.

- 1.1 **ARCHITECT** shall mean \_\_\_\_\_ or any other firm of architects appointed by the Developer.
- 1.2 **BUILDING** shall mean the all such building/buildings/Towers and/or other structures to be constructed at the said premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.
- 1.3 **PURCHASER** shall mean the said \_\_\_\_\_ and shall include his heirs legal representatives executors administrators and assigns
- 1.4 **CAR PARKING SPACE(S)** shall mean **ALL THAT** one covered Car Parking Space situated in the basement of the building/Tower \_\_\_\_\_ situated at the said Premises acquired by the Purchaser.
- 1.5 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flats and common use and enjoyment thereof.
- 1.6 **COMMON EXPENSES/THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the \_\_\_\_\_ **SCHEDULE** hereunder written.

- 1.7 **COMMON PARTS AND PORTIONS** shall mean and include lobbies, staircases, passageways. Lifts, Lift-shafts, pump rooms, machine room, water tank, and other facilities whatsoever required for maintenance and/or management of the building to be determined by the Developer in its absolute discretion at the time of making over of the possession of the said Flat (more fully and particularly described in the \_\_\_\_\_**SCHEDULE** hereunder written).
- 1.8 **COMMON AMINITIES AND FACILITIES** shall mean the facilities, which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective flats, (more fully and particularly described in the \_\_\_\_\_**SCHEDULE** hereunder written).
- 1.9 **Said Property (Property under Development)** shall mean **ALL THAT ALL** that Pieces and Parcels of Bastu land admeasuring about 92 Decimal or 55 Kattah 12 Chittaks and 2 sq.ft. more or less with a 700 sq.ft. of pucca aged old dilapidated structure, in R.S. Dag No. 417, R.S. khatian No. 404, now L.R. Dag No. 446 and L.R. Khatian Nos. 65/1, 408/2, 574/1, 993/1, 1109, 1135/1, 1233/1, 560/1, 560/2, 1109, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512 (previously 1306/3, 1533/1, 198/2, 1145), lying and situated in Mouza-Andul, J.L. No. 29, P.S.-Sankrail, (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).
- 1.10 **PLAN** shall mean the Building plan sanctioned by Howrah Zila Parishad being No. \_\_\_\_\_ dated \_\_\_\_\_ and shall include such modification or variation as may be made by the Developer from time to time with prior sanction from the authorities concerned.
- 1.11 **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Flat as hereinafter stated in Eighth Schedule.
- 1.12 **DEVELOPER** shall mean the said RDB Realty & Infrastructure Limited, which including it's successor-in-office, executors, administrators and assigns.

- 1.13 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, watercourses, gutters, main wires cables, conduits, tanks, and soak ways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 1.14 **SINKING/RESERVE FUND** - At or before entering into this agreement it has been expressly communicated to the Purchaser that the said Building is to be kept and retained as a decent residential building and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said Building continues it has been agreed that the Purchaser shall keep in deposit a sum not to exceed Rs.\_\_\_\_\_/-( \_\_\_\_\_) as may be agreed or determined by the Developer in its absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Developer and upon the formation of the Society/ Association/ Holding Organisation/ Syndicate (**HOLDING ORGANISATION**) made over to the Holding Organisation which shall be entitled to invest the same in such securities and in such manner as the Holding Organisation may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs maintenance security and upkeep of the building and such deposit towards such sinking/reserve fund shall not absolve the Purchaser of his/her/its obligation for the payment or contribution for periodical maintenance and other charges.
- 1.15 **THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT the said Flat No.\_\_\_\_\_ on the \_\_\_\_\_ floor** of the building being **Tower No.\_\_\_\_\_ commonly known as \_\_\_\_\_** containing an area of \_\_\_\_\_ Sq. ft. (be the same a little more or less) (Super Built-up Area) **TOGETHER WITH one covered car parking space in the said building/Tower\_\_\_\_\_ AND TOGETHER WITH** the undivided proportionate share in the land below and underneath the **building/Tower\_\_\_\_\_** comprised in the said Premises and attributable thereto **AND TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities and/or amenities comprised in the said building/ Complex.

**WHEREAS:**

- A. All the pieces and parcels of Bastu land measuring about 108 Decimal in R.S. Dag No. 417, R.S. Khatian No. 404, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, R.S. No. 2036, Touzi No. 745,

District-Howrah, now L.R. Dag No. 446 and L.R. Khatian Nos.1306/3, 1533/1, 1822, 2272, 2273, 2276, 65/1, 198/2, 408/2, 574/1, 993/1, 1109, 1135/1, 1145, 1233/1, AND ALL THAT pieces and parcels of Pukur land measuring 42 decimals in R.S. Dag No 418, L.R. Dag No.445 was belonging to one Rajendra Nath Mitra since deceased, who was the absolute owner and occupier with respect to the aforesaid total land and which was recorded by his name in Revisional Settlement Khatian No. 404.

- B. Said Rajendra Nath Mitra while in peaceful possession and enjoyment of the aforesaid total 108 Decimal of landed property By a registered Deed of Gift in the year 1962, recorded in Book No. I, Volume No. 31, from Pages 164 to 166, Being No. 1338, gifted the specified and demarcated 4 Decimal or 2 Kattah and 8 Chittaks more or less of land out of the total 108 Decimal to Amit nath Mitra and Anjan Nath Mitra, both are sons of Rasbehari Mitra,
- C. By another registered Deed of Sale registered at Sub-Registrar office Domjur, in Book No. I, Volume No. 17, from Pages 282 to 288, Being No. 1303 for the year 1952 said Rajendra Nath Mitra for the consideration mentioned therein sold transferred and convey the specified and demarcated portion of 10 Decimal out of total 108 Decimal of Bastu land to one Akshay Kumar Ghosh.
- D. In several others occasions said Rajendra Nath Mitra has transferred all the demarcated and specified 4 Decimal and 2 Decimal out of the total 108 Decimal to one Bhadraswar Naskar and Gobinda Lal Bandapadhaya which has been subsequently purchased by one Netai Chandra Dhara and Smt. Rekha Rani Saha.
- E. By dint of the aforesaid Said Rajendra Nath Mitra while in peaceful possession and enjoyment of ALL THAT pieces and parcels and specified 88 Decimal of Bastu land out of the aforesaid total 108 Decimal of landed property, died intestate as a Hindu govern by the Dayabhaga School of Hindu Law, leaving behind his three sons namely 1. Roma Prasad Mitra, 2. Rupen Mitra, both are since deceased 3. Ramesh Mitra the present owner no. 1, and the eight daughters namely 1. Smriti kona Bose @ Sritikona Bose wife of Amarendra Nath Bose, 2. Pritikona Rakshit wife of Dhirendra Nath Raksit, both are since deceased 3. Joba Rani Bose, wife of Haradhan Bose, the present owner no. 20, 4. Santa Roy Chowdhury, wife of Monoranjan Roy Chowdhury, the present owner no. 21 5. Maya Raha,

wife of Biswanath Raha, the present owner no. 22 6. Anurani Palit, wife of Ashim Palit, the present owner no. 23 7. Sova Rani Biswas, wife of Mridul Kumar Biswas, since deceased and 8. Ranu Ghosh, wife of Bholanath Ghosh, the present owner no. 27 and none else as his surviving legal heirs, and who are inherited the estates of late Rajendra Nath Mitra in equal 1/11 share as per the law of inheritance,

- F. Said Roma Prasad Mitra while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 21/05/2006 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife Smt. Gita Mitra, since deceased, one son namely Debi Prasad Mitra the present owner no. 2 and one Daughter namely Smt. Rita Paul wife of Surajit Paul, the present owner no. 3 and none else as his surviving legal heirs, thereafter after the demise of said Gita Mitra, said Debi Prasad Mitra and Smt. Rita Paul inherited the aforesaid estates of late Rama Prased Mitra in equal  $\frac{1}{2}$  share proportionate to 1/22 share each upon the estate of late Rajendra Nath Mitra.
- G. Said Rupen Mitra while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 17/12/1985 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife Smt. Debika Mitra the present owner no. 4 and two sons namely 1. Debrup Mitra the present owner no. 5 and 2. Debraj Mitra the present owner no. 6 and none else who inherited the aforesaid estates of late Rupen Mitra in equal  $\frac{1}{3^{\text{rd}}}$  share proportionate to 1/33 share each upon the estate of late Rajendra Nath Mitra.
- H. By a registered Deed of Sale executed by said Amit Nath Mitra and Anjan Nath Mitra jointly of the one part and said Debika Mitra of the other part, registered at the District Sub-Registrar office at Howrah in Book No. I, Being No. 87 for the year 1982 said Debika Mitra for the consideration mentioned therein purchased total 4 Decimal or 2 Kattah and 8 Chittaks more or less (more particularly described in Part-II of the First Schedule, Schedule 'A' hereunder) of Bastu land within the aforesaid property in R.S. Dag No. 417, R.S. Khatian No. 404 from the said Amit Nath Mitra and Anjan Nath Mitra.



- I. Said Smritikona Bose @ Sritikona Bose while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 8/09/1997 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her six sons namely 1. Arup Kumar Bose, since deceased 2. Alok Kumar Bose, 3. Tapan Bose, 4. Partha Bose, the present owner no. 9, 5. Jayanta Bose, the present owner no. 10, 6. Bibek Bose the present owner no. 11, and five daughters namely 1. Archana Sinha wife of late Tarun Kumar Sinha the present owner no. 12, 2. Bandana Ghosh, wife of Debobroto Ghosh 3. Kalpana Nandi, wife of Pranab Nandi, the present owner no. 13, 4. Alpana Mitra, wife of Kanchan Mitra, the present owner no. 14, 5. Aparna Guha, wife of Arijit Guha, the present owner no. 16 and none else, said six sons and five daughters of late Smritikona Basu @ Sritikona Bose inherited the aforesaid estates of late Sritikona Basu in equal 1/11<sup>th</sup> share proportionate to 1/121<sup>st</sup> share each upon the estate of late Rajendra Nath Mitra.
- J. Said Arup Kumar Bose son of late Sritikona Basu @ Sritikona Bose also died intestate on 11/02/2000 as a Hindu govern by the Dayabagha School of Hindu Law leaving behind his wife namely Nandita Bose the present owner no. 7, and one son namely Sourajit Bose the present owner no. 8, as his surviving legal heirs who inherited the aforesaid estate of late Arup Kumar Bose in equal 1/2<sup>nd</sup> share equivalent to 1/242<sup>nd</sup> share each upon the estate of late Rajendra Nath Mitra.
- K. Said Bandana Ghosh, wife of Debobroto Ghosh, while in peaceful enjoyment of her aforesaid 1/121<sup>st</sup> share upon the estate of late Rajendra Nath Mitra, by a registered Deed of Gift date 11/06/2014, registered before Additional District Sub-Registrar office at Ranihati, in Book No. I, CD Volume No. 8, from Pages 185 to 194, Being No. 02518 for the year 2014, gifted her undivided share upon the estate of late Rajendra Nath Mitra to the said Debraj Mitra, son of late Rupen Mitra the present owner no. 6 herein.
- L. Said Tapan Bose son of Smritikona Bose @ Sritikona Bose who was one of the co-owner among the First Parties herein with respect to the aforesaid property, died intestate on 26.09.2014 as a Hindu governed by Diyabhaga school of Hindu Law leaving behind his son namely Avishek Bose as his only surviving legal-heirs and said Avishek Bose by way of registered Deed of Gift Being No. 01044 of 2015, registered in the office of D.S.R.-Howrah, recorded in Book No. I, CD Volume No. 4, from pages 2681 to 2698, gifted his father's

share ALL THE undivided proportionate share of said Tapan Bose measuring about 8 Chittaks and 36.65 sq.ft. or total 396.65 sq.ft. of Bastu land in R.S. Dag No. 417, now L.R. Dag No. 446, in R.S. Khatian No. 404, Mouza-Andul, to Nandita Bose, Alope Kr. Bose, and Partha Bose, Jayanta Bose, Bibek Bose, Archana Sinha, Kalpana Nandi, Alpana Mitra Aparna Guha, the present Owners no. 7 and 9 to 15 jointly.

- M. That Said Alope Kumar Bose son of Smritikona Bose @ Sritikona Bose being one of the co-owner with respect to the aforesaid property, following his urgent monetary requirements executed a Deed of Sale in favour of the Owner/Developer herein on 19<sup>th</sup> May, 2017 and inter alia for the valuable consideration as mentioned in the Deed, sold, transferred and conveyed his entire undivided share upon the said property measuring about 7 Chittaks and 37.22 Sq.ft. in R.S. Dag No. 417, corresponding to L.R. Dag No. 446, in Mouza-Andul to RDB Realty & Infrastructure Ltd. the present developer herein. The said Deed of Sale was registered in the office of the District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2017, from Pages 115221 to 115248, Being No. 050104241 for the year 2017.
- N. Said Pritikona Rakshit @ Kona Rakshit while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of her aforesaid undivided proportioned share upon the said property died intestate on 24/04/2012 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her two sons namely 1. Ranendra Rakshit, since deceased 2. Kalachand Rakshit, the present owner no. 18, and one daughter namely Sampa Sen, the present owner no. 19, and none else who inherited the aforesaid estates of late Pritikona Rakshit @ Kona Rakshit in equal 1/3<sup>rd</sup> share proportionate to 1/33 share each upon the estate of late Rajendra Nath Mitra.
- O. Said Ranendra Rakshit son of late Pritikona Rakshit @ Kona Rakshit also died intestate on 16/10/1987 as a Hindu govern by the Dayabagha School of Hindu Law leaving behind his wife namely Subrata Rakshit, and one son namely Dipendra Rakshit, the present owners nos. 16 and 17 herein as his surviving legal heirs who inherited the aforesaid estate of late Ranendra Rakshit in equal 1/2<sup>nd</sup> share equivalent to 1/66<sup>th</sup> share each upon the estate of late Rajendra Nath Mitra.

P. Said Sova Rani Biswas @ Sova Biswas while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of her aforesaid undivided proportioned share upon the said property died intestate on 04/01/2010 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her two sons namely 1. Suvankar Biswas 2. Dipenkar Biswas and one daughter namely Dipali Biswas and none else the present owners nos. 24, 25 and 26, who inherited the aforesaid estates of late Sova Rani Biswas @ Sova Biswas in equal 1/3<sup>rd</sup> share proportionate to 1/33 share each upon the estate of late Rajendra Nath Mitra.

Q. Thus on the basis of the aforesaid, the first parties and the Second Party herein jointly become the absolute owner of ALL the pieces and parcel of Bastu land now measuring about 87.15 Decimal or 52 Kattah 15 Chittaks and 18 Sq.ft. more or less, by way of inheritance from Late Rajendra Nath Mitra and Deed of Gift thereafter by said Bandana Ghosh and Avishek Bose and another 4 Decimal or 2 Kattah 8 Chittaks of land of Debika Mitra by way of purchase and another 7 Chittaks and 37.22 Sq.ft. of property by way of purchase by the second party herein as aforesaid, total 91.15 Decimal or 55 Kattah 7 Chittaks and 18 sq.ft. more or less of land in R.S. Dag No. 417 AND ALL THAT pieces and parcels of Pukur land measuring 42 decimals in R.S. Dag No 418, L.R. Dag No.445 R.S. Khatian No. 404, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, L.R. Dag No. 446 and now L.R. Khatian Nos. 65/1, 408/2, 574/1, 993/1, 1109, 1135/1, 1233/1, 560/1, 560/2, 1109, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512 (previously 1306/3, 1533/1, 198/2, 1145) (more particularly described in the SCHEDULE 'A' hereunder written, hereinafter referred to as "Said Property")

AND WHEREAS

I. The Owners of the First Part has jointly entered into a registered Development agreement with the Promoter/Developer of the Second Part herein to commercially vibe the Said Property by way of development project for individual and sellable residential as well as commercial accommodation within the property, the said Development was registered in the office of the Additional District Sub-Registrar at Ranihati and recorded in Book No. I, Volume No. 0503-2017, from Pages 113835 to

113946, Being No. 5067 for the year 2017, and inter alia empowered the Second party/Developer to entered into this Agreement for sale.

- II. The said land is earmarked for the purpose of development of a residential and commercial project, comprising multistoried apartment buildings and shops and the said project shall be known as “ **Regent lake View**”
- III. The Owners and promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the rights, title and interests of the Owner and Promoter regarding the said land on which project is to be constructed have been completed.
- IV. With the intent of undertaking development of the said property by causing to be constructed thereon various blocks and/or building and the Developer has already caused a map or plan to be sanctioned by Howrah Zila Parishad Being memo No. 242/032/HZP/EP dated 5/10/16 (hereinafter referred to as the said **PLAN** and the said Plan includes all modification and/or changes which may be made from time to time) and in accordance with the said Plan is undertaking construction of the Development project in several blocks to be commonly known as “**REGENT LAKE VIEW**”.
- V. The Promoter/Developer of the Second Part will register the Project under the provision of the Act with the Real Estate Regulatory Authority as and when applicable and will get the registration no.
- VI. The Purchaser/Allottee is desirous of acquiring on ownership basis **ALL THAT** the **Flat No \_\_\_\_\_, \_\_\_\_ floor** on the \_\_\_\_\_side of the said New Building presently in course of construction at the said Premises being Tower No./Block No. \_\_\_\_\_ to be commonly known as “**REGENT LAKE VIEW**” containing an area of \_\_\_\_\_ **Sq. Ft.** (be the same a little more or less) (Super Built-up) **TOGETHER WITH** one covered Car Parking Space in the basement of the building situated at the said Complex and **TOGETHER WITH** the proportionate share or interest in all common parts portions areas and facilities and **TOGETHER WITH** the undivided proportionate share in the land below and underneath the building /Tower \_\_\_\_\_ comprised in the said Premises and attributable thereto (more fully and particularly described in the

**SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT AND THE PROPERTIES APPURTENANT THERETO**) for the consideration and on the terms and conditions hereinafter appearing;

VII. At or before the execution of this Agreement the Purchaser/Allottee has fully satisfied himself as to: -

- i) The title of the Owners in respect of the said Premises,
- ii) Have inspected the plan sanctioned by Howrah Zilla Parishad.
- iii) Inspected the site
- iv) Acknowledge that the said Flat no. \_\_\_\_\_ within the Tower/Block No. \_\_\_\_ is one of the buildings of the Housing Complex undertaken by the Developer, and has satisfied howsoever.
- v) The parties herein are desirous of recording the agreement, in writing.
- vi) The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the project.
- vii) The parties, relying on the confirmation, representation and assurance of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.
- viii) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Flat and the garage as specified in Para \_\_\_\_

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISE AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:-**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the flat as specified in para \_\_\_;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**") @ Rs. \_\_\_\_\_per Sq.ft. which includes the price of the car parking of Rs. \_\_\_\_\_@ Rs. Per sq.ft.

**Explanation:**

- a. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Flat;
- b. The Total Price above excluding G.S.T or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Flat;
- c. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the G.S.T. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- d. The Total Price of Flat includes: 1) *pro rata* share in the Common Areas; and 2) \_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.
- e.1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- f. The Allottee(s) shall make the payment as per the payment plan set out in \_\_\_\_\_ (“Payment Plan”).
- g. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- viii) At or before entering into this agreement it has been expressly communicated to the Buyer that the said Building is to be kept and retained as a decent complex in Andul and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said building continues it has been agreed that the Buyer shall keep in deposit a sum not to exceed Rs. \_\_\_\_\_/- as may be agreed or determined by the Developer in their absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Developer and upon the formation of the Society/Association/Holding Organisation/ Syndicate (**HOLDING ORGANISATION**) made over to the Holding Organisation which shall be entitled to invest the same in such securities and in such manner as the Holding Organisation may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs maintenance security and upkeep of the building and such deposit towards such sinking/ reserve fund shall not absolve the Buyer of his/her/its obligation for the payment or contribution for periodical maintenance and other charges.

#### **DOCUMENTATION AND PROFESSIONAL CHARGES**

- a. Advocate appointed or nominated by the Promoter shall be responsible for draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the Holding Organisation as

envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Buyer/Allottee proportionately with the other flat owners and such costs and expenses shall be paid by the Buyer before taking physical possession of the said Flat the Buyer despite his/her/its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/ advocate for any independent advice **PROVIDED HOWEVER** such consultation for independent advice will not absolve the Buyer of his/her/its liability

- b. The government Stamp Duty, registration charges and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Flat and additional drafting fee, Advocate fee and miscellaneous registration expenses amounting to 0.9% of the total government market value required to be made for or in relation thereto shall be borne and paid by the Buyer/Allottee to the Developer/Promoter, before the final registration of the Deed of Conveyance.
- c. That while execution of this Agreement for Sale the buyer/allottee will pay to the Developer a sum of Rs. 10,000/- towards legal expenses/Advocate fee for preparation of this Agreement for sale.
- d. In case Developer fails and/or neglect to execute and register necessary Deed of Conveyance in favour of the buyers or its nominee/s then the buyer will be entitled to specific performance and other reliefs subject to payment of entire consideration money.

**Subject to Clause \_\_\_ the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:**

1. The Allottee shall have exclusive ownership of the Flat;
2. The Allottee shall also have undivided proportionate share in the Common areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other



occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

3. That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
4. It is made clear by the Promoter and the Allottee agrees that the Flat along with the garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
5. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, panchayat or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
6. The Allottee has paid a sum of Rs, \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) as booking amount being part

payment towards the Total Price of the Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein, Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time, 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for

herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## **5. TIME IS ESSENCE**

1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the allottees, as the case may be, Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule \_\_\_\_\_ (“Payment Plan”)**.

## **6. CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the Flat and apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE FLAT**

7.1 **Schedule for possession of the said Flat:** The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions.

**7.3 Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the flat to the allottee. In case the Allottee fails to take possession within the time provided in clause, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee -** After handing over physical possession of the flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee -** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act, Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation -**The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act, Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter

shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the flat

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

(i) marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the flat;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

(i) Promoter fails to provide ready to move in possession of the flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

- (i) In case the 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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the flat in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

## **10. FORCE MAJEURE**

6.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below: -

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.

- iv) Abnormal increase in the price of building materials.
- v) Labour unrest.
- vi) Local problem and/or local disturbance.
- vii) Any prohibitory order from the court, Rajarhat Gopalpur Municipality and other authorities.
- viii) Any other unavoidable circumstances beyond control of the Developer.
- ix) Acts of God.
- x) Delay in grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority.

#### **11. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the flat together with proportionate indivisible share in the Common Areas within 3 (three) months. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### **12. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

#### **13. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the



Promoter to rectify such defects without further charge, within 30 (thirty) days, 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 Act.

**14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES  
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the flat on the specific understanding that is/her right to the use of Common Areas , common amenities and facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

**15. USAGE**

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause \_\_\_\_\_above, the Allottee shall, after taking possession, be solely responsible to maintain the flat 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, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the flat and apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the flat at his/ her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

#### **20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the \_\_\_\_\_The Promoter showing compliance of various laws/regulations as applicable in the state laws.

#### **21. BINDING EFFECT**

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

#### **22. ENTIRE AGREEMENT**

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

#### **23. RIGHT TO AMEND**

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

**PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /  
SUBSEQUENT ALLOTTEES**

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

**25. WAIVER NOT A LIMITATION TO ENFORCE**

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

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

**26. SEVERABILITY**

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

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER  
REFERRED TO IN THE AGREEMENT**

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

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

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

## **30. MISCELLANEOUS**

- 13.1 The buyer acknowledges that the right of the buyer shall remain restricted to the said flat and in no event the buyer shall be entitled to claim any right over and in respect of the other parts and portions of the said new building and the Developer shall be entitled to deal with the open spaces for the purpose of parking of cars by the Developer or any person authorized by it and the Buyer agrees not to raise any objection whatsoever or howsoever.
- 13.2 The Buyer hereby further acknowledges that the Buyer shall use the said Flat for Residential Purpose but this will not prevent the Developer from allowing any part or portion of the said building to be used for commercial purposes and the Buyer hereby consents to the same.
- 13.3 It is hereby expressly agreed and declared that the dominant of the parties hereto is to sell and transfer the said Flat to the Buyer in terms of this agreement and it is not the intention for this agreement, be construed to mean in the self-rendering any services.
- 13.4 The right of possession of the Buyer in respect of the said Flat shall arise only upon the Buyer fulfilling all the obligations as are contained in this agreement.
- 13.5 The Buyer shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat without the consent in writing of the Developer till such time the Buyer has

fulfilled all the obligations and the possession of the said Flat has been obtained by the Buyer.

- 13.6 It is agreed that in the event the Buyer intending to assign and/or transfer his/her/it rights relating to the said Flat under this agreement shall first offer to the Developer herein to repurchase/reacquire the rights agreed to be assigned and/or transferred under this agreement in favour of the Buyer at the market value of the said Flat or such value for which the parties herein agreed to and it is only upon refusal in writing by the Developer within 60 days from the date of offer by the Buyer (hereinafter referred to as '**OPTION NOTICE**') the Buyer shall be entitled to assign and transfer the benefits of this agreement upon making the payments of all the amounts agreed to be paid by the Buyer to the Developer in terms of this Agreement and it is hereby further agreed that the Buyer will be entitled to sell transfer assign the rights title and interest in the said Flat to the third party only at the price and the terms and conditions at which the buyer has offered the same to the Developer.
- 13.7 It is also agreed that in the event only after the Developer herein refused to repurchase / reacquire the rights relating to the said Flat agreed to be assigned and/or transferred under this agreement in favour of the Buyer for whatsoever reason the Buyer may assign and/or transfer his/her/it rights relating to the said Flat under this agreement to any third party only upon the payment of the charges/fees for the documentation a sum of Rs. \_\_\_\_\_/- on such assignment / transfer hereinafter referred as the **TRANSFER FEES** to the Developer and simultaneously the Developer upon the receipt of the said Transfer Fees shall allow the said transfer, subject to the said transfer shall be coupled with the undertaking of the third party to observe/fulfill the obligations to be observed/fulfilled by the Buyer herein.
- 13.8 The right of the Purchaser shall remain restricted to the said Flat and in no event the Buyer shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said premises or any part or portion thereof.
- 13.9 It is hereby agreed and clarified that the right of the Buyer shall remain restricted to the said flat/ Flat and proportionate share in all common parts portions areas and facilities and the Buyer shall not entitled to claim any right over and in respect of the other portions of the said premises or the building and in the event of the Developer deciding to make any further constructions on any other parts and portions of the said Premises the Buyer shall agrees not to raise any objection.

- 13.10 Excepting for certain portions of the roof which may have certain installations the remaining part of the said Reserved Roof shall remain as the absolute property of the Developer and the Developer shall be entitled to deal with the same in its absolute discretion.
- 13.11 The said Complex at the said premises shall be known by the name of “\_\_\_\_\_” and the said name shall not be changed under any circumstances.
- 13.12 The Buyer shall be liable and agrees to make payment of the amounts payable on account of the Service Tax/ GST without raising any objection whatsoever or howsoever.
- 13.13 This Agreement is being signed in duplicate and each of them would be treated as the original. The Buyer has assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the Developer will remain present for the purpose of presenting this Agreement for registration in the event of the Buyer requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Buyer.
- 13.14 The Buyer shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Purchaser to get this Agreement stamped registered and the Developer will appear before the authorities for admitting the registration of the Agreement. The Buyer shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.
- 13.15 This Agreement is personal and the Purchaser shall not be entitled to transfer let out mortgage grant lease in respect of the said FLAT/Flat without the consent in writing of the Developer until such time the full amount of consideration has been paid by the Purchaser to the Developer and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed **PROVIDED HOWEVER** after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Flat/Flats for which no further consent of the Developer shall be required.
- 13.16 The right of the Purchaser shall remain restricted to the said Flat/Flats and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.
- 13.17 For the purpose of acquiring the said Flat/Flats in the aforesaid Building the Buyer will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Developer will be liable or assume any liability for such

loans and granting of any loan will always be subject to the terms and conditions herein contained.

- 13.18 The Developer and the Purchaser has entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Developer and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Developer nor shall the Developer and the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
- 13.19 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser acknowledges upon signing this agreement, conditions, stipulation, representations guarantees or warranties have been made by the Developer other than what is specifically set forth herein. In the event of any of the clauses becoming void and/or unenforceable then and in that event the other clauses such survive.
- 13.20 Each clause contained in this agreement is independent of the other and in the event of any of the clause and/or clauses being found to be unenforceable then and in that event the other clauses shall survive including the Arbitration Clause as hereinafter appearing.
- 13.21 This Agreement supercedes all other agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.

**30. NOTICES**

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

\_\_\_\_\_Name of Allottee  
 \_\_\_\_\_ (Allottee Address)  
 M/s \_\_\_\_\_Promoter name  
 \_\_\_\_\_ (Promoter Address)

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



### **31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

### **32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### **33. DISPUTE RESOLUTION**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ *Howrah* in the presence of attesting witness, signing as such on the day first above written.

#### **THE FIRST SCHEDULE, SCHEDULE-'A' ABOVE REFERRED TO:**

ALL that Pieces and Parcels of Bastu land admeasuring about 92 Decimal or 55 Kattah 12 Chittaks and 2 sq.ft. more or less with a 700 sq.ft. of pucca aged old dilapidated structure, in R.S. Dag No. 417, R.S. khatian No. 404, now L.R. Dag No. 446 and All That pieces and parcels of Pukur land measuring 42 decimals in R.S. Dag No 418, L.R. Dag No.445,L.R. Khatian Nos. 1306/3, 1533/1, 65/1, 198/2, 408/2, 574/1, 993/1, 1109, 1135/1, 1145, 1233/1, lying and situated in Mouza-Andul, J.L. No. 29,, P.O.-Amdul-Mouri, P.S.-Sankrail, Additional District Sub-Registrar office-Ranihati, District Sub-Registrar office-District: Howrah-I, District-Howrah, Pin-711302, within the local limit of Andul Gram Panchayat, forming the Part-I, Part-II and Part-III below:

ON THE NORTH : LAND OF R.S. DAG NO-420 & 417 (P)

ON THE SOUTH : LAND OF R.S. DAG NO. 414,12" WIDE COMMON PASSAGE

ON THE EAST : 17" WIDE PANCHAYAT ROAD , R.S. DAG NO- 417 (P)

ON THE WEST: R.S. DAG NO-416, R.S. DAG NO- 417(P) & MOUZA-ARGORI

PART-I

(Bastu Land/Property inherited from Late Rajendra Nath Mitra)

ALL that Pieces and Parcels of Bastu land measuring about 88 Decimal or 53 Kattah 5 Chittaks and 11 Sq.ft. more or less, in R.S. Dag No. 417, R.S. Khatian No. 404, now L.R. Dag No. 446 and L.R. Khatian Nos. 1306/3, 1533/1, 65/1, 198/2, 408/2, 574/1, 993/1, 1109, 1135/1, 1145, 1233/1, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, old dilapidated building standing thereon including all sorts of easement right annexed thereto and appurtenance presently being butted and bounded as follows:-

By North : 12'-00" wide Panchayat Road, thereafter Gramya Hitakari Balika Vidyalaya  
By South : P.W.D. area, Andul Road  
By East : Mohiari Road  
By West : Pond at L.R. Dag No. 445

PART-II

(Property exclusively own by Debika Mitra by purchase)

ALL that Pieces and Parcels of Bastu land measuring about 4 Decimal or 2 Kattah and 8 Chittaks more or less in R.S. Dag No. 417, R.S. Khatian No. 404, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, now L.R. Dag No. 446 and L.R. Khatian Nos. 574/1 together with an old dilapidated building standing thereon including all sorts of easement right annexed thereto and appurtenance presently being butted and bounded as follows:-

By North : Part area of Dag No. 446  
By South : P.W.D. area, Andul Road  
By East : Mohiari Road  
By West : Part area of Dag No. 446

PART-III

(Property exclusively own by the Developer herein by purchase from Aloke Kr. Bose)

ALL THAT the undivided 7 Chittaks and 37.22 Sq.ft. of land out of total 88 Decimal more or less, with a 100 Sq.ft. dilapidated old structure standing thereon in R.S. Khatian No. 404, R.S. Dag No. 417, corresponding to L.R. Dag No. 446, in Mouza-Andul, J.L. No. 29, P.S.-Sankrail, R.S. No. 2036, Touzi No. 745, District-Howrah, now L.R. Khatian Nos. 2503 and 2504 (formerly 1533/1), within the limit of Andul Gram Panchayat, including all sorts of easement right annexed thereto and appurtenance.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID FLAT AND THE PROPERTIES APURTENANT THERETO)**

ALL THAT the Flat No. \_\_\_\_\_ on the \_\_\_ floor, \_\_\_ side, containing an area of \_\_\_\_\_ Sq.ft. be the same or a little more or less within the **G+5** storied building, Block/Tower No. \_\_\_\_\_, forming part of the newly constructed residential cum commercial project namely 'REGENT LAKE VIEW' now in course of construction **TOGETHER WITH one demarcated and specified cover car parking space in the basement of the said building being lot no. \_\_\_\_\_** and **TOGETHER WITH** the undivided proportionate share in the land below and underneath the building and attributable thereto **AND TOGETHER WITH** the undivided proportionate share in the common parts, portions amenities and facilities comprised in the said residential complex..

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Common Parts, Portions, features and amenities)**

- a. Community Hall
- b. Gymnasium
- c. Multi Court
- d. Games Room
- e. Landscaped Lawns
- f. Children's Play Area
- g. Intercom Facility
- h. Generator for all common facilities

- i. Sufficient Generator backup for each flat
- j. Hi- Tech Security system
- k. Covered & Open parking space
- l. Food Court & Restaurant
- m. Water treatment plant
- n. Fire fighting system (as per norms)
- o. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- p. Drains and sewers from the premises to the Municipal Duct.
- q. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- r. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- s. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- t. Boundary walls of the premises including outer side of the walls of the building and main gates.
- u. Water pump and motor with installation.
- v. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- w. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- x. Windows/doors/grills and other fittings of the common area of the premises.
- y. Generator its installations and its allied accessories.
- z. Lifts and their accessories installations and spaces required therefore.
- aa. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Consideration Amount)**

**PART - I**

The Buyers/Purchaser hereby agrees to pay the total consideration amount of **Rs. \_\_\_\_\_/-** out of which the Buyers/Purchaser has already paid a sum of **Rs. \_\_\_\_\_/-** simultaneously upon signing of this Agreement and have agreed to make payment of the balance amount of the said consideration amount shall be paid to the Developer in the manner hereinafter appearing :

**PAYMENT SCHEDULE**

1.	On or before Booking - signing of this Agreement		_____/-
2.	Foundation Casting	-	10%
3.	On Basement Roof Casting	-	10%
4.	On Roof casting of the 1 <sup>st</sup> floor	-	10%
5.	On Roof casting of the Second Floor	-	10%
6.	On Roof casting of the Third floor	-	10%
7.	On Roof casting of the Fourth floor	-	10%
8.	On Roof casting of the Fifth Floor	-	5%
9.	On completion of brickwork of the said flat-		10%
10.	Internal POP of the said Flat	-	5%
11.	Flooring of the said flat	-	5%
12.	after electric and water connection	-	10%
13.	On Possession	-	5%

**PART - II**

The Buyers/Purchaser hereby also agrees to pay to the Developer for extra/additional works and /or facilities to be done and/or provided as per requirement of the Buyers/Purchaser.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

The Developer shall construct with good standard materials for fillings, floorings and fixtures duly approved by a reputed structural Engineer/Architect and particulars of materials for residential/Commercial building as mentioned hereunder, R.C.C. Foundation, Column, Beam and Slab in super structures as per plan approved by a structural engineer 8" thick outside wall with both side plastering,

**Specifications**

- i. STRUCTURE

- RCC Framework with brick build structure.
- ii. INTERNAL WALL  
Smooth impervious plaster of Paris.
  - iii. DOORS  
Flush Doors.
  - iv. WINDOWS  
Sliding aluminum powder coated windows with Glass shutters.
  - v.
  - vi. ELECTRICAL  
Concealed copper wiring with ISI marked modular switches.
  - vii. FLOORING  
Vitrified tile flooring in flats & kota stone flooring in lobby and common area.
  - viii. KITCHEN  
Anti skid floor tiles 2ft height tiles on kitchen platform Granite top kitchen counter with steel sink.
  - ix. Toilet  
Anti –skid ceramic tiles on floor& ceramic tiles on wall up to door height. Hot / cold line Geyser Point
  - x. Sanitary Wares  
ISI Marked Sanitary & CP fittings
  - xi. Lift : Reputed Make
  - xii. Hardware : Brass & Stainless Steel Hardware fittings of reputed mark
  - xiii. Special Treatment : Water proofing and heat Treatment on roof.  
Water proofing in all toilets. Pipe lines pressure tested to Prevent leakage.
  - xiv. EXTERNAL FINISH:-  
External wall shall be finished with cemented based paint and windows and grills with synthetic oil enamel.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Maintenance Charges)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/Flats.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/Flats.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.



**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(Deposits)**

**PART I - NON REFUNDABLE DEPOSITS**

At or before taking over the possession the Buyer shall deposit the following amounts which are not refundable: -

- (a) Transferor/Sub Station - Rs. \_\_\_\_\_/-
- (b) Security Deposit for - At actuals  
Electricity
- (c) Generator - 2B = .75KVA - \_\_\_\_\_/-  
3B = 1 KVA - \_\_\_\_\_/-  
4B = 1.5 KVA - \_\_\_\_\_/-
- (e) Sinking Fund - Rs \_\_\_\_\_/-

**PART II -REFUNDABLE DEPOSIT**

At or before taking over the possession the Buyer shall deposit the following amounts which are refundable: -

- i) Rs. \_\_\_\_\_/ per sq.ft. to be calculated on the total built-up area towards municipal rates taxes deposit for 1 year.
- ii) Rs. \_\_\_\_\_/- per sq.ft. to be calculated on the total built up area for 12 months towards maintenance charges for common expenses .

**THE EIGHT SCHEDULE SCHEDULE-**

**(HOUSE RULES)**

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the flat/Flat in the Building.
- (2) Children shall not play in the staircase or elevators of the Complex/Premises.
- (3) No Buyer/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played

upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No buyer/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an apartment.

- (4) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the windowsills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.
- (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (10) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (11) Garbage and refuse from the apartments/flat shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (12) No vehicle belonging to a Buyer or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

- (13) These house rules may be added to, amended or repealed at any time by the Developer and after formation by the Society/ Association.
- (14) 6.3 Until formation of such Holding Organisation the Developer shall manage and maintain the said building and the common parts thereof.
- 6.4 The Buyer agrees that:
- (a) The Buyer shall pay regularly and punctually within 7<sup>th</sup> day of every month and month by month the common expenses as described in the **SEVENTH SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Developer to be payable from the date of possession to the Developer and upon formation and transfer of management of the building to the Holding Organisation such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Buyer shall be liable to pay all such expenses wholly if it relates to the Buyer's Flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organisation in terms of these presents the employees of the Developer such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment with the Developer and the Buyer shall not be entitled to raise any objection thereto and hereby consents to the same.
- (c) After the formation of the Holding Organisation the Buyer shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organisation.
- (d) So long as each Flat in the said Premises shall not be separately mutated and separated the Buyer shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the

Developer from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Flat in the said Building.

- (e) If the Buyer fails to pay the aforesaid expenses or part thereof within time as aforesaid the Buyer shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty days, the Developer or upon formation of Holding Organisation. Such Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Buyer's flat/Flat such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED and DELIVERED by the VENDORS, DEVELOPER and THE PURCHASER**

**in the Presence of:**

WITNESS:

1.

OWNERS/VENDORS

2.

DEVELOPER

PURCHASER

Drafted by me and  
prepared in my office:

---

Pinku Kar, Advocate

Judge's Court at Howrah

**Receipts and Memo:**

**R E C E I P T**

**RECEIVED** of only and from the within named Purchaser, the sum of ` \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being the within mentioned earnest money of the said Flat as per memo below:

**MEMO**

SN	PAY ORDER /D.D. No.	DATE	IN FAVOUR OF	BANK	AMOUNT
1.					

**WITNESS:**

1.

2.

-----

[Developers]