

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand  
Nineteen A.D.

### **BETWEEN**

**BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Ground floor, at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Police Station - Lake Town, P.O.- Lake Town, Kolkata - 700 089, **PAN No.AADC8880D**, represented by its Managing

Contd...P/2.

Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700048 (formerly 12/61, P. C. Ghosh Road, Police Station - Lake Town, Kolkata - 700048), PAN no.**ALUPS7185H**, hereinafter called the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, representatives and assigns) of the **FIRST PART.**

**AND**

**1) MR.** ..... by Religion - Hindu, by Occupation - ..... by Nationality - Indian, PAN No....., and **2) MRS.**....., wife of Sri ..... by Religion - Hindu, by Occupation - ..... by Nationality - Indian, PAN No....., both residing at ..... P.O.- ..... P.S. - ..... Kolkata - 700 ..... hereinafter jointly called the "**PURCHASERS/ALLOTTEE**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, representatives, executors, administrators, successors and assigns) of the **SECOND PART.**

The Vendor and Purchaser/Allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party".

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

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

A. **WHEREAS** by a Cobala written in Bengali dated 10-07-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.14, at Pages 440 to 448, Being No.2392 for the year 1984, one Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein and togetherwith confirming parties Sri Jagadish Patra and others therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 10 (ten) Cotthas, more or less, being Plot No.A, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 13 (thirteen) chittaks 27 (twenty seven) square feet, more or less,

and R.S. Dag No.1277/1659, measuring area 9 (nine) cotthas 2 (two) chittaks 18 (eighteen) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Asim Kumar Adhikary, being the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated his name in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.21/1, Nandan Kanan Main Road (formerly old Jessore Road), in Ward No.17.

**AND WHEREAS** the said Ashim Kumar Adhikary, was a Hindu Governed Hindu Law and Hindu succession Act. 1956, died intestate on 23-03-2011, leaving behind his wife Smt. Tanushree Adhikary, two sons namely Sri Abhishek Adhikary and Sri Suman Adhikary, as his only successors to the estate left behind his and as such after his death the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary, together became joint owners of the aforesaid property being ALL THAT piece or parcel of land, measuring area 10 (ten) Cotthas, more or less, being Plot No.A, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 13 (thirteen) chittaks 27 (twenty seven) square feet, more or less, and R.S. Dag No.1277/1659, measuring area 9 (nine) cotthas 2 (two) chittaks 18 (eighteen) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

**AND WHEREAS** the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary as per physical measurement, jointly seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 37 (thirty seven) square feet, more or less, being Plot No.A, lying and situated at Municipal Holding No.21/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 12 (twelve) chittaks 34 (thirty four) square feet, more or less, and R.S. Dag No.1277/1659, measuring area 9 (nine) cotthas 2 (two) chittaks 3 (three) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

**AND WHEREAS** the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary herein subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North).

**AND WHEREAS** by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.37, at Pages No.429 to 452 thereof as Being No.07735, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 37 (thirty seven) square feet, more or less, togetherwith tiles shaded structure measuring area 116 (one hundred sixteen) square feet, more or less, being Plot No.A, lying and situated at Municipal Holding No.21/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 12 (twelve) chittaks 34 (thirty four) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 9 (nine) Cotthas 2 (two) chittaks 3 (three) square feet, more or less} within the jurisdiction of Madhyamgram Municipality, P.S. - Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, from the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary, the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

**AND WHEREAS** by a Cobala written in Bengali dated 10-07-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.14, at Pages 449 to 458 Being No.2393 for the year 1984, Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein and togetherwith confirming parties namely Sri Jagadish Patra therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. 1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in favour of Sri Ashim Kumar Adhikary and Sri Dilip Kumar Adhikary, being the purchasers therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated jointly their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.21/2, Nandan Kanan Main Road, in Ward No.17, each having undivided one-equal half part or share in the said property.

**AND WHEREAS** the said Dilip Kumar Adhikary, was a Hindu Governed Hindu Law and Hindu succession Act. 1956, died Intestate on 02-04-2005, leaving behind his wife Smt. Chabi Adhikary, four sons namely Sri Ashim Adhikary, Sri Uttam Adhikary, Sri Gautam Adhikary and Sri Tapas Adhikary, as his only successors to the estate left behind his and as such after his death the said Smt. Chhabi Adhikary, four sons namely Sri Ashim Adhikary, Sri Uttam Adhikary, Sri Gautam Adhikary and Sri Tapas Adhikary, together became undivided one-equal half part or share in the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. 1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, each having undivided 1/5th part or share in the said property.

**AND WHEREAS** the said Ashim Kumar Adhikary became a owner of undivided 6/10 (six/ten) part or share in the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. 1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

**AND WHEREAS** the said Ashim Kumar Adhikary, was a Hindu Governed Hindu Law and Hindu succession Act. 1956, died Intestate on 23-03-2011, leaving behind his wife Smt. Tanushree Adhikary, two sons namely Sri Abhishek Adhikary and Sri Suman Adhikary, as his only successors to the estate left behind his and as such after his death the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary, together became 6/10 (six/ten) part or share in the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. 1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four)

square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

**AND WHEREAS** the said SMT. TANUSHREE ADHIKARY, SRI ABHISHEK ADHIKARY, SRI SUMAN ADHIKARY, SMT. CHABI ADHIKARY, SRI TAPAS ADHIKARY, SRI UTTAM ADHIKARY and SRI GAUTAM ADHIKARY jointly seized and possessed of or otherwise well and sufficiently entitled to the interalia property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six) square feet, more or less, being Plot No.B, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. Dag No.1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

**AND WHEREAS** the said SMT. TANUSHREE ADHIKARY, SRI ABHISHEK ADHIKARY, SRI SUMAN ADHIKARY, SMT. CHABI ADHIKARY, SRI TAPAS ADHIKARY, SRI UTTAM ADHIKARY and SRI GAUTAM ADHIKARY subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North), R.S. Dag No.1277/1659(p) under R.S. Khatian No.29, measuring area 8 (eight) cotthas 14 (fourteen) chittaks 34 (thirty four) square feet, more or less, and R.S. Dag No.1278(p) under R.S. Khatian No.29, measuring area 6 (six) chittaks, more or less, upon the said plot of land, being Plot No.B, lying and situated Municipal Holding No.21/2, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17.

**AND WHEREAS** by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.37, at Pages No.4242 to 4264 thereof as Being No.07887, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 2 (two) Cotthas 14 (fourteen) chittaks 22 (twenty two) square feet, more or less, out of the land measuring 9 (nine) Cotthas 4 (four) chittaks 34 (thirty four) square feet, togetherwith tiles shaded structure measuring area 105 (one hundred five) square feet, more or less, being Plot No.B, lying and situated Municipal Holding No.21/2, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29 under R.S. Dag No.1277/1659(p), measuring area 2 (two) cotthas 10 (ten) chittaks 36 (thirty six) square feet more or less, out of the

total land, measuring area 8 (eight) chittaks 14 (fourteen) chittaks 34 (thirty four) square feet, more or less, and R.S. Dag No.1278(p) under R.S. Khatian No.29, measuring 3 (three) chittaks 31 (thirty one) square feet, more or less, out of the 6 (six) chittaks land, more or less, under Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, from the said SMT. TANUSHREE ADHIKARY, SRI ABHISHEK ADHIKARY, SRI SUMAN ADHIKARY, SMT. CHABI ADHIKARY, SRI TAPAS ADHIKARY, SRI UTTAM ADHIKARY and SRI GAUTAM ADHIKARY, the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

**AND WHEREAS** by a Cobala written in Bengali dated 10-08-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.19, at Pages 332 to 341 Being No.2743 for the year 1984, Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein and togetherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 10 (ten) Cotthas, more or less, being Plot No.D, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 20 (twenty) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) cotthas 6 (six) chittaks 25 (twenty five) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Uttam Adhikary, being the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated his name in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.21/4, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17.

**AND WHEREAS** the said Sri Uttam Adhikary is the sole and absolute owner of the property as per physical measurement being the property ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 15 (fifteen) chittaks 32 (thirty two) square feet, more or less, being Plot No.D, lying and situated Municipal Holding No.21/4, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 14 (fourteen) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P) and

measuring area 3 (three) cotthas 6 (six) chittaks 18 (eighteen) square feet, more or less}, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

**AND WHEREAS** the said Sri Uttam Adhikary subsequently mutated his name before B.L.&L.R.O., Madhyamgram, District 24 Parganas (North), ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 15 (fifteen) chittaks 32 (thirty two) square feet, more or less, being Plot No.D, lying and situated Municipal Holding No.21/4, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 14 (fourteen) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) cotthas 6 (six) chittaks 18 (eighteen) square feet, more or less}, under Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry office at Barasat, District - North - 24-Parganas, and thereafter constructed a tiles shaded structure measuring area 110 (one hundred ten) square feet, more or less, upon the said plot land, morefully and particularly described in the Schedule hereunder written.

**AND WHEREAS** by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.37, at Pages No.412 to 428 thereof as Being No.07734, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 15 (fifteen) chittaks 32 (thirty two) square feet, more or less, togetherwith tiles shaded structure measuring area 110 (one hundred ten) square feet, more or less, being Plot No.D, lying and situated Municipal Holding No.21/4, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 14 (fourteen) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) cotthas 6 (six) chittaks 18 (eighteen) square feet, more or less}, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, from the said Sri Uttam Adhikary, the vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

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**AND WHEREAS** by Cobala written in Bengali dated 10-08-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.19, at Pages 322 to 331 Being No.2742 for the year 1984, Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein togetherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 12 (twelve) Cotthas, more or less, being Plot No.F, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 4 (four) cotthas 9 (nine) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) cotthas 10 (ten) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1278(p), measuring area 2 (two) cotthas 1 (one) chittaks 0 (zero) square feet, more or less, and R.S. Khatian No.29 R.S. Dag No.1280(p), measuring area 1 (one) cottha 11 (eleven) chittaks 35 (thirty five) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Uttam Adhikary and Sri Gautam Adhikary, being the purchasers therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated jointly their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.11/1, Nandan Kanan Main Road (formerly old Jessore Road), in Ward No.17.

**AND WHEREAS** the said Sri Uttam Adhikary and Sri Gautam Adhikary subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North).

**AND WHEREAS** by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.38, at Pages No.175 to 192 thereof as Being No.07988, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 2 (two) Cotthas 5 (five) chittaks 43 (forty three) square feet, more or less, togetherwith tiles shaded structure measuring area 100 (one hundred) square feet, more or less, being Plot No.F, lying and situated portion of Municipal Holding No.11/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 1 (one) cottha 10 (ten) chittaks 7 (seven) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 11 (eleven) chittaks 36 (thirty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in

ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, from the said Sri Uttam Adhikary and Sri Gautam Adhikary, the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

**AND WHEREAS** by virtue of the said four deeds the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, became sole and absolute owner of the property being ALL THAT piece or parcel of bastu land, measuring area 1 (one) bigha 5 (five) Cotthas 3 (three) chittaks, more or less, being Plot No.A, B, D & F, lying and situated Municipal Holding No.21, 21/2, 21/4 and 11/1, Nandan Kanan Main Road, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 9 (nine) cotthas 0 (zero) chittak 10 (ten) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 15 (fifteen) cotthas 15 (fifteen) chittaks 4 (four) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1278(P), measuring area 0 (zero) cottha 3 (three) chittaks 31 (thirty one) square feet, more or less}, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registrar Barasat, District - North - 24-Parganas, and thereafter the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, mutated its name in the record of the Madhyamgram Municipality and obtained a one Municipal Holding No.21/1, Nandan Kanan Main Road, in Ward No.25 (formerly 17), and also mutated its named in the record of the Block Land and Land Reforms Office at Barasat.

**AND WHEREAS** the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD applied and obtained for a sanction of a building respecting construction of a Multi-storeyed building on the said Municipal Holding No.21/1, Nandan Kanan Main Road, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, and the same being duly sanctioned by the Madhyamgram Municipality vide sanctioned building plan No.810/MM/2014-15, dated 21-07-2014.

**AND WHEREAS** the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD duly constructed Multi-storeyed building known as "POROSHPATHOR REGENCY", lying and situated at Municipal Holding No.21/1, Nandan Kanan Main Road, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, therefor containing several self contained Flats, shops, garages, Carparking spaces and other spaces therein.

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**AND WHEREAS** by a Deed of Indenture, Dated, 19th day of January, 1985, registered at the office of the District Registrar at Barasat, recorded In Book No.I, Volume No.6, at Pages No.113 to 125 thereof as Being No.0442, for the year 1985, the one Prithwis Sarkar purchased the property ALL THAT piece or parcel of bastu land, measuring area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, R.S. Khatian No.29 under R.S. Dag No.1277/1659, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, from the Sri Badal Dey and others the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

**AND WHEREAS** the said Prithwis Sarkar, was a Hindu Governed Hindu Law and Hindu succession Act. 1956, died intestate on 12-12-1993, leaving behind his wife Smt. Jharna Sarkar and two sons namely Sri Shubhra Manas Sarkar, and Sri Sankha Manas Sarkar, as his only successors to the estate left behind his and as such after his death the said Smt. Jharna Sarkar, Sri Shubhra Manas Sarkar, and Sri Sankha Manas Sarkar, together became owners of the aforesaid property as aforesaid and thereafter mutated their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.10, Nandan Kanan Main Road, and also constructed two-storeyed building upon the said land total constructed area 1500 (one thousand five hundred) square feet, more or less, each floor constructed area 750 (nine hundred fifty) square feet, more or less.

**AND WHEREAS** the said Smt. Jharna Sarkar, Sri Shubhra Manas Sarkar, and Sri Sankha Manas Sarkar jointly seize and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT Two-storeyed, brick-built messuage tenement hereditament and premises and/or building containing total constructed area 1500 (one thousand five hundred) square feet, more or less, each floor constructed area 750 (nine hundred fifty) square feet, more or less, thereof, **TOGETHER WITH** the piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building, containing area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.10, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **R.S. Khatian No.29** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.17, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, and thereafter jointly mutated their names in the record of the Madhyamgram Municipality

and obtained a Municipal Holding No.10, Nandan Kanan Main Road, in Ward No.17, Kolkata - 700132, and also mutated their names in the record of the B.L.& L.R.O. (Barasat - II) at Madhyamgram, in fact.

**AND WHEREAS** by a Deed of Exchange dated 16th day of January, 2017, registered in the office of the Additional Registrar of Assurances - IV, Kolkata, recorded in Book No.I, Volume No.1904-2017, pages from 16343 to 16399 as Being No.190400307 for the 2017, the vendor herein entitled to the property being ALL THAT piece or parcel of bastu land, measuring area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at **Municipal Holding No.10, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **L.R. Khatian No.29** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.25, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, morefully and particularly described in the Second Schedule thereunder written.

**AND WHEREAS** the vendor herein subsequently mutated its name in the record of the Madhyamgram Municipality and also mutated its name before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North) and obtained L.R. Khatian No.4434.

**AND WHEREAS** the Vendor herein decided to develop the aforesaid land, morefully and particularly described in the FIRST SCHEDULE hereunder written.

**AND WHEREAS** the vendor herein applied and obtained for a sanction of a building respecting construction of a Multi-storeyed building on the said **Municipal Holding No.10, Nandan Kanan Main Road**, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.25, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, and the same being duly sanctioned by the Madhyamgram Municipality vide sanctioned building plan No.COM-43/MM/2019-2020, dated 10-07-2019.

**AND WHEREAS** the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD thereafter started construction of a Multi-storeyed building known as "**POROSHPATHOR REGENCY**", in Block 'C', hereinafter referred as 'SAID BUILDING', vide sanction building plan No.COM-43/MM/2019-2020, dated 10-07-2019, lying and situated at **Municipal Holding No.10, Nandan Kanan Main Road**, Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.25 (formerly 17), within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, therefor containing several self contained Flats, shops/commercial space, garages, Carparking spaces and other spaces therein.

- B. **AND WHEREAS** The Property is earmarked for the purpose of building a residential-cum-commercial project comprising multi-storied apartment/ Blocks/buildings and commercial spaces and car parking spaces and the said project shall be known as "**POROSHPATHOR REGENCY**", ("Said Complex"). The development of the Said Complex/Projects known as '**POROSHPATHOR REGENCY**' inter alia consisting of Five blocks namely **Block - 'A'**, **Block - 'B'**, (already completed) and **Block - 'C'**, **Block - 'D'** and **Block - 'E'**, under construction or to be constructed, comprising Five-storied residential-cum-commercial buildings, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- C. The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the title, title of the Vendor to the project is to be constructed as **Block - 'C'**, **Block - 'D'** and **Block - 'E'**, whereas **Block - 'A'** and **Block - 'B'** have already been completed in the said project/complex.
- D. The Vendor have duly intimated to the Madhyamgram Municipality about commencement of construction of the Project vide its letter dated 31-07-2019.
- E. The Vendor has obtained the layout plan, sanctioned plan, specifications and approvals for the Project (including for the Said Apartment and the Said Building from the competent authority), which is presently being developed as a phase (Phase 2) of the Whole Project (defined as above). The Vendor agrees and undertakes that it shall not make any changes to approved plans of the Projects except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Vendor has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- G. The Purchaser/Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, and corresponding built-up area ..... (.....) square feet, more or less, being more particularly described in **Third Schedule** below and the layout of the apartment is delineated in RED colour on the Plan annexed hereto and marked as Annexure "A" ("Said Apartment") in **Block/Building No.C**, ("Said Building") together with the right to park in the parking space/s more particularly described in Third Schedule below (Said Parking Space) and together with pro rata share in the common areas of the

Project (Share In Common Areas), the said common areas of the Estate Project being described in FOURTH SCHEDULE below (common Areas") and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("Land Share"). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in Second Schedule below (collectively "Said Apartment And Appurtenances").

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Project as disclosed by the Vendor are briefly stated below:
  - (i) The Property is earmarked for the purpose of building a residential-cum-commercial project comprising multi-storied apartment/ Blocks/buildings and commercial spaces and car parking spaces and the said project shall be known as "**POROSHPATHOR REGENCY**", ("Said Complex"). The development of the Said Complex/Projects known as '**POROSHPATHOR REGENCY**' inter alia consisting of Five blocks namely **Block - 'A'**, **Block - 'B'**, **Block - 'C'**, **Block - 'D'** and **Block - 'E'**, comprising Five-storied residential-cum-commercial buildings, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, being constructed on the Property, constitute the Project in accordance with the provisions of the Act and Rules. The Project is being constructed and developed upon a portion of the Property, more particularly described in Second Schedule below ("Project Property").
  - (ii) The conceptual layout of the development on the Property/complex could be finally developed by the Vendor at its sole discretion as may be possible under the relevant /applicable laws.
  - (iii) The Vendor is undertaking the development of the said project in a phase-wise manner as mentioned hereinabove.
  - (iv) Apart from the said Project, the Vendor proposes to develop in one or more phases other buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Property ("Other Residential Component") and the portion of the Property upon which the Other Residential Component shall be developed in such manner as the Vendor may in its sole discretion deem fit.
  - v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities ("Other

Residential Exclusive Amenities") and which may exclusively be made available to and usable by such person(s) as the Vendor may in its sole discretion deem fit including the Purchaser/Allottees of the Other Residential Component and, may not be available to the Purchaser/Allottee or any other Purchaser/Allottees/occupants of apartments/flats in the Project.

- (vi) The Vendor is entitled to amend, modify and/or substitute the proposed future and further development of the Property of ALL THAT piece or parcel of bastu land, measuring area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at **Municipal Holding No.10, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **L.R. Khatian No.4433** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.25, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, in **Block 'C'**, comprising of Five-storied residential building, in the north-eastern side of the complex, described in the Second Schedule hereunder written, subject to the necessary permission/sanction being granted by the Madhyamgram Municipality and all other concerned authorities.
- (vii) The Purchaser/Allottee agrees that the Vendor shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Purchaser/Allottee/s of such apartments/flats and to the exclusion of other Purchaser/Allottee/s in the Project ("Limited Areas And Facilities"). The Purchaser/Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Purchaser/Allottee in the Said Apartment And Appurtenances and as more particularly described in **Third Schedule** hereunder written. The Purchaser/Allottee agrees to not use the Limited Areas And Facilities identified for other Purchaser/Allottee/s nor shall the Purchaser/Allottee have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Purchaser/Allottee/s and/or the usage thereof.
- (viii) The Common Areas in the Project that may be usable by the Purchaser/Allottee and other Purchaser/Allottee/son a non-exclusive basis are listed in **Fourth Schedule** hereunder written.
- (ix) The common areas, facilities and amenities in the Whole Project that may be usable by the Purchaser/Allottee and other Purchaser/Allottee/ in the Whole Project on a non-exclusive basis ("Whole Project Included Amenities") mentioned in Fourth Schedule hereunder written. The Purchaser/Allottee agrees and accepts that the Whole

Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after completion of the Whole Project.

- (x) The Purchaser/Allottee agrees and accepts that the exact location and identification of the Said Parking Space (if any) may be finalized by the Vendor only upon completion of the Project in all respects.
- (xi) The Vendor shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Madhyamgram Municipality and all other concerned authorities, and construct additional built-up area - (i) by way of additional apartments and/or additional floors on the Said Building; and/or (ii) additional buildings on any part of the remaining portion of the Property. For the purpose aforesaid, the Vendor will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Purchaser/Allottee hereby irrevocably agrees and gives his/her/its express consent to the Vendor for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Purchaser/Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Purchaser/Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Vendor whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. The Purchaser/Allottee hereby agrees to give all facilities and co-operation as the Vendor may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Vendor to complete the development smoothly and in the manner determined by the Vendor. It is expressly agreed by the Parties that the Vendor will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Vendor as aforesaid.
- (ii) The Purchaser/Allottee agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Vendor and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Vendor is not liable/required to provide



any furniture, items, electronic goods, amenities, etc. as displayed in the sample Apartment, other than as expressly agreed by the Vendor under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned building plan and the same may differ from the height of the sample apartment/flat constructed by the Vendor.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in **Second Schedule**.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:—

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Purchaser/Allottee/ and the Purchaser/Allottee hereby agrees to purchase, the Said Apartment And Appurtenances, described in **Third Schedule** below.
- 1.2 The Total Price payable for the Said Flat/Apartment And Appurtenances is more particularly mentioned in the **Third Schedule** hereunder written.

**Explanation:**

- (i) The Total Price includes the booking amount paid by the Purchaser/Allottee to the Vendor towards the Said Apartment And Appurtenances.
- (ii) In addition to the Total Price, the Purchaser/Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of G.S.T., and all other levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including G.S.T. and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government

and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Purchaser/Allottee alone and the Vendor shall not be liable to bear or pay the same or any part thereof;

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee.

- (iii) The Vendor shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated above and the Purchaser/Allottee shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the Purchaser/Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
- 1.3 The Total Price is escalation-free, save and except escalations/increases which the Purchaser/Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Vendor shall enclose the said notification/ order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Purchaser/Allottee.

- 1.4 The purchaser/Allottee shall make the payment as per the payment plan set out in "Payment Plan/Payment Schedule" hereunder written.
- 1.5 The Vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee by discounting such early payments @ ..... per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/Allottee by the Vendor.
- 1.6 It is agreed that the Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Vendor at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Seventh Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Purchaser/Allottee as per the provisions of the Act. Provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser/Allottee, or such minor changes or alterations as per the provisions of the Act. The Vendor shall take prior approval of the Purchaser/Allottee for extra charges, if any, as may be applicable for such addition alterations.
- 1.7 The Vendor shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Said Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is reduction in the carpet area then the Vendor shall refund the excess money paid by the Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Purchaser/Allottee, the Vendor shall demand additional amount from the Purchaser/Allottee towards the Total Price, which shall be payable by the Purchaser/Allottee prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Vendor/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.8 Subject to Clause 9.3 of this Agreement, the Vendor agrees and acknowledges that the Purchaser/Allottee shall have the following rights to the Said Apartment And Appurtenances:

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- (i) The Purchaser/Allottee shall have exclusive ownership of the Said Apartment.
- (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas of the Project (described in **Fourth Schedule** below). Since the share/interest of the Purchaser/Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas of the Project along with other occupants/Purchaser/Allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall hand over the Common Areas of the Project (described in **Fourth Schedule**) to the association of Purchaser/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
- (iv) The Purchaser/Allottees has the right to visit the Project site to assess the extent of development of the Project and his/her apartment, subject to prior consent of the Project engineer/Manager/site incharge and complying with all safety measures while visiting the site.

1.9 It is made clear by the Vendor and the Purchaser/Allottee agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the Purchaser/Allottees as expressly mentioned in this Agreement.

1.10 The Vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/Allottees, which it has collected from the Purchaser/Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendor fails to pay all or any of the outgoings collected by it from the Purchaser/Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser/Allottees, the Vendor 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.

11 The Purchaser/Allottee has paid a sum equivalent to .....% (..... percent) of

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the total price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Vendor hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the **Payment Plan/Payment Schedule**, mentioned hereunder, as may be demanded by the Vendor within the time and in the manner specified therein Provided that if the Purchaser/Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **PAYMENTS:**

- 2.1 Subject to the terms of this Agreement and the Vendor abiding by the construction milestones as expressly mentioned in this Agreement, the Purchaser/Allottee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Vendor payable at Kolkata.
- 2.2 The Vendor shall be entitled to securities the Total Price and other amounts payable by the Purchaser/Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Purchaser/Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Vendor, the Purchaser/Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 2.3 In the event of the Purchaser/Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Vendor shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Purchaser/Allottee and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Vendor under this Agreement and in no event the Vendor shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser/Allottee from such bank/ financial institution.
- 2.4 The timely payment of all the amounts payable by the Purchaser/Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Vendor to the Purchaser/Allottee that a particular milestone of

construction has been achieved shall be sufficient proof thereof. The Vendor demonstrating dispatch of such intimation to the address of the Purchaser/Allottee as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Vendor upon the Purchaser/Allottee, and non-receipt thereof by the Purchaser/Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Purchaser/Allottee in making payment of any G.S.T. or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Vendor under this Agreement or under applicable law, the Vendor shall be entitled to adjust against any subsequent amounts received from the Purchaser/Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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

3.1. The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Vendor accepts no responsibility in regard to matters specified in Clause 3.1 above. The Purchaser/Allottee shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/ remittances on behalf of any Purchaser/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

Vendor shall be Issuing the payment receipts in favour of the Purchaser/Allottee only.

**ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

**TIME IS ESSENCE:**

The Vendor shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Purchaser/Allottee and the Common Areas of the Project, described in the Fourth Schedule below to the association of Purchaser/Allottees, upon its formation and registration.

**CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES &**

**AMENITIES:**

1. The Purchaser/Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Vendor 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 Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Vendor shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendor, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendor shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Seventh Schedule** of this Agreement.
2. The Purchaser/Allottee agrees, accepts and confirms that the Vendor is entitled to the rights and entitlements in this Agreement including as stated in this Clause in accordance with what is stated at Recitals hereinabove.

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- 6.2.1 The Property is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon including the Project and the Other Residential-commercial Component may be permissible in the manner more particularly detailed at Recitals hereinabove. The Vendor shall be entitled to develop the Property as the Vendor deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Purchaser/Allottee has agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Vendor in this regard.
- 6.2.2 The Vendor has informed the Purchaser/Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Property. The Vendor has further informed the Purchaser/Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/Allottee along with other Purchaser/Allottee/s of flats/units/apartments in the Said Building and/or the Project and/or in the Whole Project, and the Purchaser/Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/Allottee of flats/units/apartments in the Project including the Purchaser/Allottee/s herein and the proportion to be paid by the Purchaser/Allottee shall be determined by the Vendor and the Purchaser/Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/Allottee nor any of the Purchaser/Allottee/s of flats/units/apartments in the Project shall object to the Vendor laying through or under or over the land described in **First Schedule** and **Fourth Schedule** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Property.
- 6.2.3 The Purchaser/Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Project (specified in **Fourth Schedule** ) and the Whole Project Included Amenities (specified in Fourth Schedule below) in common with other Purchaser/Allottee/s and users in the Project and the Whole Project and the Vendor and its contractors, workmen, agents, employees, personnel and consultants. The Purchaser/Allottee is also aware that the Vendor shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Vendor may in



its sole discretion deem fit including the Purchaser/Allottees/occupants of the Other Residential Component shall not be available to the Purchaser/Allottee or any other Purchaser/Allottees/occupants of apartments/flats in the Project.

2.4 The Whole Project Included Amenities and any other areas as may be designated by the Vendor including common open areas, common landscapes and driveways etc. in/on the Whole Project/Property shall be an integral part of the layout of the development of the Whole Project and the Property and neither the Purchaser/Allottee nor any person or entity on the Purchaser/Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

2.5 The Purchaser/Allottee shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Building and/or the Project and/or the Other Residential Component and/or the Whole Project.

**POSSESSION OF THE APARTMENT:**

1. Schedule for possession of the Said Apartment - The Vendor agrees and understands that timely delivery of possession of the Said Apartment to the Purchaser/Allottee and the Common Areas of the Project to the association of Purchaser/Allottees (upon its formation and registration) is the essence of the Agreement. The Vendor assures to hand over possession of the Said Apartment, described in the **Third Schedule** below along with ready and complete Common Areas of the Project as specified in the **Fourth Schedule** below with all specifications (as provided in **Seventh Schedule** below) in place on or before October, 2023 for **Block 'C'** of the complex 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 Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Vendor to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/Allottee the entire amount received by the Vendor from the allotment within 45 days from that date. The Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under

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this Agreement. The Possession Date has been accepted by the Purchaser/Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Purchaser/Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Purchaser/Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- 7.2. **Procedure for taking possession** - The Vendor, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Purchaser/Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Vendor agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser/Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on **Fifth Schedule** below) as determined by the Vendor/association of Purchaser/Allottees, as the case may be from the date of the issuance of the completion certificate for the Project or from the date of issuance of the Possession Certificate to the purchaser/allottees. The Vendor shall hand over the photocopy of completion certificate of the Project to the Purchaser/Allottee at the time of conveyance of the same.
3. **Failure of Purchaser/Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Vendor as mentioned in Clause 7.2 above, the Purchaser/Allottee shall take possession of the Said Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Said Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in Clause 7.2 above, such Purchaser/Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

**Possession by the Purchaser/Allottee** - After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Project to the Purchaser/Allottees, it shall be the responsibility of the Vendor to hand over the

necessary documents and plans, including Common Areas of the Project (as specified in **Fourth Schedule** below), to the association of Purchaser/Allottees, upon its formation and registration;

Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including Common Areas of the Project (as specified in Fourth Schedule below) to the association of Purchaser/Allottees within thirty days after formation and registration of the association of Purchaser/Allottees.

7.5. **Cancellation by Purchaser/Allottee** - The Purchaser/Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser/Allottee proposes to cancel/withdraw from the Project without any fault of the Vendor, the Vendor herein is entitled to forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Vendor subsequently selling and transferring the Said Apartment and Appurtenances to another Purchaser/Allottee and receipt of the sale price thereon, the Vendor shall after adjusting the booking amount, refund to the Purchaser/Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendor and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another Purchaser/Allottee and the purchase price of the Purchaser/Allottee, if the current sale price is less than the purchase price. The Purchaser/Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Vendor. Upon the termination of this Agreement, the Purchaser/Allottee shall have no claim of any nature whatsoever on the Vendor and/or the Said Apartment And Appurtenances and the Vendor shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

7.6. **Compensation** - The Owner shall compensate the Purchaser/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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of

this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Vendor on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor shall be liable, on demand to the Purchaser/Allottees, in case the Purchaser/Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Vendor in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Purchaser/Allottee does not intend to withdraw from the Project, the Vendor shall pay the Purchaser/Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Vendor to the Purchaser/Allottee within forty- five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR:**

The Vendor hereby represents and warrants to the Purchaser/Allottee as follows:

- (i) The Vendor have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the landed Property for the Project.
- (ii) The Vendor 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 Property or the Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land.
- (v) Required approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Project and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Apartment, the Said Building and Common Areas of the Project till the date of handing over of the Project to the association of Purchasers/ allottees.
- (vi) The Vendor have 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 Purchaser/Allottee created herein, may prejudicially be affected;

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- (vii) The Vendor have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the Said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Purchaser/Allottee and the Common Areas of the Project to the association of Purchaser/Allottees, upon the same being formed and registered;
- (x) The Project 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 Project;
- (xi) The Vendor 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 till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Project (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the association of Purchaser/Allottees or not;
- (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 Project Property) has been received by or served upon the Vendor in respect of the Project.

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

- 9.1. Subject to the Force Majeure clause, the Vendor shall be considered under a condition of Default, in the following events:
- (i) Vendor fails to provide ready to move in possession of the Apartment to the Purchaser/Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Seventh Schedule** of this Agreement, and for which completion certificate, has been issued by the competent authority;
  - (ii) Discontinuance of the Vendor business as a Vendor on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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9.2. In case of Default by Vendor under the conditions listed above, Purchaser/Allottee is entitled to the following:

- (i) Stop making further payments to Vendor as demanded by the Vendor. If the Purchaser/Allottee stops making payments the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee be required to make the next payment without any interest; or
- (ii) The Purchaser/Allottee shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser/Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to Purchaser/Allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances; Provided that where an Purchaser/Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Vendor to the Purchaser/Allottee within forty-five days of it becoming due.

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

- (i) In case the Purchaser/Allottee fails to make payment to the Vendor as per the Payment Plan mentioned hereunder written, despite having been issued notice in that regard, the Purchaser/Allottee shall be liable to pay interest to the Vendor on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Vendor in this regard, the Vendor, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Purchaser/Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Vendor subsequently selling and transferring the Said Apartment and Appurtenances to another Purchaser/Allottee and receipt of the sale price thereon, the Vendor shall after adjusting the booking amount, refund to the Purchaser/Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendor and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this

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Agreement in the aforesaid circumstances, the Purchaser/Allottee shall have no claim of any nature whatsoever on the Vendor and/or the Said Apartment and Appurtenances and the Vendor shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Vendor, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in 'payment plan' under the Agreement) from the Purchaser/Allottee, shall execute a conveyance deed drafted by the Vendor legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Purchaser/Allottee:

However, in case the Purchaser/Allottee fails to deposit the stamp duty and/or registration charges and legal fees within the period mentioned in the notice, the Purchaser/Allottee authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and legal fees and the Purchaser/Allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

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

The Vendor 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 Purchaser/Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Purchaser/Allottee to the Vendor from the date of obtaining completion certificate till handover of maintenance of the Project to the association of Purchaser/Allottees and thereafter to the association of Purchaser/Allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Purchaser/Allottees of the Project including those mentioned in Fifth Schedule below ("Common Expenses/Maintenance Charges").

12. **DEFECT LIABILITY:**

12.1 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 Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchaser/Allottee from the date of obtaining the completion certificate, it shall be the duty of the Vendor to rectify such defects

without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchaser/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Vendor shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/Allottee and/or any other Purchaser/Allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser/Allottee and/or any other Purchaser/Allottee/person in the Project and/or the Whole Project and/or the Property. The Purchaser/Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Vendor's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Purchaser/Allottee and/or the association of Purchaser/Allottees shall have no claim(s) of whatsoever nature against the Vendor in this regard

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

14. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/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 Purchaser/Allottees formed by the Purchaser/Allottees for rendering maintenance services.

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15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

- 15.1. Subject to Clause 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building, or the Said 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 Said Apartment and keep the Said 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 Said Building is not in any way damaged or jeopardized.
- 15.2. The Purchaser/Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/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 Purchaser/Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any material in the common passages or staircase of the Said Building. The Purchaser/Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- 15.3. The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchaser/Allottees and/or maintenance agency appointed by association of Purchaser/Allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 In addition to the aforesaid, the Purchaser/Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Eight Schedule** below.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
- The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:**
- The Vendor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent

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authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

18. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT:**

The Vendor has assured the Purchaser/Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Vendor showing compliance of various laws/ regulations as applicable in the said Act.

20. **BINDING EFFECT:**

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

21. **ENTIRE AGREEMENT:**

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

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**22. RIGHT TO AMEND:**

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

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

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

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1. The Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/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 Purchaser/Allottee that exercise of discretion by the Vendor in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Purchaser/Allottees.

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

**25. SEVERABILITY:**

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

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

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

**27. 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.

28. **PLACE OF EXECUTION:**

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

29. **NOTICES:**

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

It shall be the duty of the Purchaser/Allottee and the Vendor 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 Vendor or the Purchaser/Allottee, as the case may be.

30. **JOINT PURCHASER/ALLOTTEES:**

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

31. **SAVINGS:**

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

Contd...P/37.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

**FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcel of bastu land, measuring area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at **Municipal Holding No.10, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **L.R. Khatian No.4433** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.25, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, butted and bounded as follows:—

ON THE NORTH	:	R.S. Dag No.1277/1659 (p);
ON THE SOUTH	:	R.S. Dag No.1277/1659 (p);
ON THE EAST	:	Land of D. K. Adhikary;
ON THE WEST	:	20' wide Municipal Road.

**SECOND SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** proposed Multi-storeyed brick-built messuage tenement hereditament and premises and/or building in **Block 'C', TOGETHER WITH** the a piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "**POROSHPATHOR REGENCY**" in Block - 'C' containing area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at **Municipal Holding No.10, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **L.R. Khatian No.4433** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.25, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, butted and bounded as follows:—

ON THE NORTH	:	R.S. Dag No.1277/1659 (p);
ON THE SOUTH	:	R.S. Dag No.1277/1659 (p);
ON THE EAST	:	Land of D. K. Adhikary;
ON THE WEST	:	20' wide Municipal Road.

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**THIRD SCHEDULE ABOVE REFERRED TO:****(Said Apartment And Appurtenances)**

(a) **ALL THAT** one self contained residential Apartment/Flat No....., on the ..... **Floor**, in Block - 'C', having salable area ..... square feet, more or less, corresponding carpet area of ..... (.....) square feet, more or less, consisting of ..... Bed rooms, One kitchen-cum-living/dining, ..... Toilet and ..... Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto;

(b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex;

As contained in the building/complex known as "**POROSHPATHOR REGENCY**", lying and situated at **Municipal Holding No.10, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **L.R. Khatian No.4433** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.25, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, **TOGETHERWITH** undivided proportionate share of land and building morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, **TOGETHERWITH** common facilities right over the passage, main entrance, stair, landing etc. morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, **TOGETHERWITH** the expenses for maintaining and repairing the main structure of the building morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, **TOGETHERWITH** several restrictions mentioned in the **SIXTH SCHEDULE** hereunder written.

- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Fourth Schedule below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment.

**PAYMENT PLAN/PAYMENT SCHEDULE**

The Total Price payable for the Apartment/Flat is Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) and Rs. \_\_\_\_\_, for parking  
space in the Garage /Covered /Open /Mechanical /MLCP, thus totalling to  
Rs...../- (.....) for the Apartment and Appurtenances.

**(Payment Plan/Payment Schedule)**

**For Building No.Block 'C',**

Sl.	Payment Schedule	Amount
1	On Application	Rs.1,00,000/-
2.	Allotment of Said Apartment	10 % of total consideration +Applicable Tax (inclusive of Application Money)
3.	On execution of Agreement	10 % of total consideration +Applicable Tax
4.	On completion of foundation	10 % of total consideration +Applicable Tax
5.	On Ground floor roof casting	10 % of total consideration +Applicable Tax
6.	On First floor roof casting	10 % of total consideration +Applicable Tax
7.	On Second floor roof casting	10 % of total consideration +Applicable Tax
8.	On Third floor roof casting	10 % of total consideration +Applicable Tax
9.	On Fourth floor roof casting	10 % of total consideration +Applicable Tax
10.	On completion of brick work & POP	10 % of total consideration +Applicable Tax
11.	On offer of possession	10 % of total consideration +Applicable Tax

(e) In addition to the total consideration mentioned as aforesaid the purchasers/allottee shall pay a sum of Rs...../- (Rupees ..... ) only further towards proportionate cost for arrangements for intercom, CCTV, proportionate cost of transformer and lift, (collectively Extras) with GST and other Taxes, and the purchaser/allottee also pay for their individual electricity connection/meter which will be assed by the **CESC/WBSEDECL** authorities.

f) The Purchaser/Allottee will bear all cost and expenses for registering the deed of conveyance for the said flat as will be prepared by the Advocate of the Vendor herein.

**FOURTH SCHEDULE ABOVE REFERRED TO :**

**THE PURCHASER OR PURCHASER ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE :-**

1. Stair cases on all the floors and lift.
2. Stair cases landing on all floors.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
11. Electrical Wiring, meters (excluding those installed for any particular **FLAT**).
12. Lift and their accessories.
13. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said '**FLAT**'.
  - a) All private ways, curves, side-walls and areas of the said premises.
  - b) Exterior conduits, utility lines.
  - c) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
  - d) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - e) All elevations including shafts, shaft walls, machine rooms and facilities.
  - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.

Contd...P/41`.



subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED & DELIVERED  
BY THE VENDOR AT CALCUTTA  
IN THE PRESENCE OF:

1.

\_\_\_\_\_  
BENGAL IDEAL HOME MAKER &  
ASSOCIATES PVT. LTD  
Represented by its  
Managing Director  
SRI SUSANTA SUR ROY  
...VENDOR/ FIRST PART

2.

SIGNED AND ACCEPTED  
BY THE PURCHASERS AT KOLKATA  
IN THE PRESENCE OF:

1.

\_\_\_\_\_  
1) MR.....

2.

\_\_\_\_\_  
2) MR. ....  
...PURCHASERS/SECOND PART

Drafted By :

MR. MANIK LAL DE  
Advocate,  
High Court, Calcutta.  
WB/632/1988.

Contd...P/51.