

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OF TWO THOUSAND AND NINETEEN (2019)

B E T W E E N

BETWEEN

SANJAY BHUSHAN DUTTA (Having PAN ADIPD6425F), son of Late Indra Mohan Dutta, Hindu by religion, by Profession Business, by Nationality Indian residing at Premises No. 98, Rajdanga Gold Park, Flat No.K-1, Ashwin, Neelachal Abasan, Post Office- East Kolkata Township(sub-office), Police Station- Kasba, Kolkata- 700107, (W.B.), hereinafter jointly referred to and collectively called as '**VENDOR/OWNER**'(which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the **FIRST PART**.

AND

VEE DEE REALTORS PRIVATE LIMITED (Having PAN AADCV1781B), a Private Limited Company incorporated under the provision of Companies Act 1956, bearing Certificate of Incorporation **No. U70101WB2007PTC112989** having its registered office at Room No. 38, 6th Floor, Poddar Court, 18, Rabindra Sarani, Post Office- Bowbazar, Police Station- Bowbazar, Kolkata- 700001, represented by one of its Director **SRI SEKHARENDU DUTTA (Having PAN AADCV1781B)**, son of Late Niranjan Dutta, Having **DIN 00657059**, Hindu by religion, Indian by citizenship, Business by Occupation, resident of BC-199, Salt Lake City, Sector-I, Police Station- Bidhannagar, Post Office- Bidhannagar, Kolkata- 700064, W.B., hereinafter referred to as '**DEVELOPER/PROMOTER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly

authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

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

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West 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.

WHEREAS:

A. The VENDOR are the Owner of and are seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of **PART-I** land admeasuring **7 Cottahs 5 Chittacks** be the same a little more or less together with one storied brick building having a super built up area of 1000 sq.ft. more or less erected thereon or on the part thereof lying and situated at Mouza – Bondel, Grand Division – V, Sub Division – I, Presently Being **Premises No. 13, Bediadanga 1st Lane**, Post office – Kasba, Police Station – Kasba, Ward No. 67, within the Kolkata Municipal Corporation, Kolkata – 700039, **AND PART – II** land admeasuring **11 Cottahs 3 Chittacks 6 sq.ft. (On physically measurement 11 Cottahs 13 Chittacks 15 sq.ft.)** be the same a little more or less together with tin/asbestos shed/ structure covering an area of 1500 sq.ft. more or less erected thereon or on the part thereof lying and situated at Mouza – Bondel, Grand Division – V, Sub Division – I, Presently Being **Premises No. 24C/1, Bediadanga 2nd Lane**, Post office – Kasba, Police Station – Kasba, Ward No. 67, within the Kolkata Municipal Corporation, Kolkata – 700039 (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

- B.** The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building and/or buildings, each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- C.** The mode and manner by which the Vendor/Developer and the Vendors have acquired right title and interest in the Second Schedule will appear from the **FIRST SCHEDULE** hereunder written and/or given.
- D.** The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as “**THE ZENITH**” with the object of using for any commercial purpose and/or serviced apartments.
- E.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- F.** Commencement certificate.....
- G.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by the **Kolkata Municipal Corporation** vide Sanction Building **Plan No. 2013070227 dated 02/01/2019**, The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- I. Allottee had applied for an apartment in the Project wide form no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet (Super Built Up area _____ Sq. ft) on _____ floor, Block No. _____ of **“THE ZENITH” ALL THAT** piece and parcel of land **PART-I** land admeasuring **7 Cottahs 5 Chittacks** be the same a little more or less together with one storied brick building having a super built up area of 1000 sq.ft. more or less erected thereon or on the part thereof lying and situated at Mouza – Bondel, Grand Division – V, Sub Division – I, Presently Being **Premises No. 13, Bediadanga 1st Lane**, Post office – Kasba, Police Station – Kasba, Ward No. 67, within the Kolkata Municipal Corporation, Kolkata – 700039, **AND PART – II** land admeasuring **11 Cottahs 3 Chittacks 6 sq.ft. (On physically measurement 11 Cottahs 13 Chittacks 15 sq.ft.)** be the same a little more or less together with tin/asbestos shed/ structure covering an area of 1500 sq.ft. more or less erected thereon or on the part thereof lying and situated at Mouza – Bondel, Grand Division – V, Sub Division – I, Presently Being **Premises No. 24C/1, Bediadanga 2nd Lane**, Post office – Kasba, Police Station – Kasba, Ward No. 67, within the Kolkata Municipal Corporation, Kolkata – 700039, along with covered/Open Car parking space no. _____ admeasuring _____ square feet in the Floor , as permissible under the applicable law and of prorate share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :

1. the Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
 - 1.1 The Title of the Owner in respect of the Premises along with Development Agreement as well as the General power of attorneys;
 - 1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;
 - 1.3 The Carpet Area of the Said Apartment;
 - 1.4 The Specifications and common Portions of the Project; and
 - 1.5 The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.
- m 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;
- n. 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;
- o. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no. ____ on ____ floor and the _____ parking space as specified in para G.

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

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase the said Apartment as specified in Para G.

1.2 The Total Price for the said Apartment based on the carpet area is Rs...../- (Rupees..... only) **(Total Price)**. The break-up thereof is given here under: -

Apartment No. _____	
Type _____	
Floor _____	
Cost of Apartment	
Cost of pro rata share in common areas	
Cost of Covered/Open (basement/ground floor) Parking –	
Consideration for the Apartment Which is inclusive of: The Booking Amount being 10% of the Consideration for the Apartment & Application Money	

Tax:	
Total Price (Excluding Extras & Deposits)	
Extras & Deposits	

Explanation :

i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment.

ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the said Apartment to the Allottee(s) and the Project to the Association of Allottee(s) or the Competent Authority, as the case may be, after obtaining the Completion Certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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

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

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

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

1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and specifications described herein at the **Schedule 'D' and 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

1.6 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee(s) after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee(s) within forty-five (45) days with annual interest at the rate per annum, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the said Apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.7 Subject to Para 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the the said Apartment /Apartment as mentioned below:

i) The Allottee(s) shall have exclusive ownership of the said Apartment;

ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of Allottee(s) 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 includes recovery of price of land, construction of, [not only the said Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the Project;

iv) The Allottee(s) has/have the right to visit the Project site to assess the extent of development of the Project and his/her/their Apartment.

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

1.9 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the said Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the said Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

1.10 The Allottee(s) has/have paid a some of Rs..... (Rupees..... only) as Booking Amount being part payment towards the Total Price of the said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate of SBI Prime Lending Rate plus two (2%) per cent per annum.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **VEE DEE REALTORS PRIVATE LIMITED** payable at Kolkata.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be sole 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of

India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the

Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

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

7 POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment. The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on not later than 36 (Thirty Six) months with an additional period of 6(Six) months,

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure" as mentioned in Cl.7.1 and with Application of Booking Form Cl.9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

- 7.2 **Procedure for taking possession** – After application of the occupancy certificate to the competent authority the promoter shall offer in writing the possession of the Apartment to the Allottee, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of application for

Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the application of the Completion Certificate for the project.

In case, the allottee express his /her/their view to take physical possession of the under constructed apartment and gives a written application for handover of physical possession in such case the completion certificate shall be handed over only after obtaining the same from the competent authority.

- 7.3 **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of all the Apartments in the building to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee after deducting the tax which was already been paid to the government by the promoter shall be returned by the promoter to the allottee within 45 days of such cancellation,

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

8 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the

said Land and absolute, actual, physical and legal possession of the said Land for the Project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
- (iii) There are no encumbrances upon the said land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

- (ix) The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever.
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property. In case, the property is subject matter of any HUF or Minor then necessary permissions shall be obtained from the concern department/Court of Law or legal formalities shall be obtained for transferring the legal title of the same.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other money, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the application for Completion Certificate has been done to the competent authority and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order,

notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 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 para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.

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

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

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

- ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid deducting the govt. Tax which was already been paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities And GST / other government taxes and this Agreement shall thereupon stand terminated.

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

10 **CONVEYANCE OF THE SAID APARTMENT:**

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

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

11 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

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

Maintenance Charges (Excluding GST/ Service Tax)

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ 2.00/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.
- ii) The actual amount of security deposit charged by the WBSEDCL authority is payable by the purchaser for his/her/their personal electric meter for their unit(s)/flat(s)/car-parking space(s).

12 DEFECT LIABILITY:

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

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14 USAGE:

Use of Service Areas : The service area, if any, as located within the "**THE ZENITH**", shall be earmarked for purposes such as services including but not limited to, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

15 COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc of the Building is not in any way damage or jeopardized.

15.2 That 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 of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere including the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and registered with West Bengal Housing Industry Regulation Rules, 2018. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

20 BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee

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

21 ENTIRE AGREEMENT:

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

22 RIGHT TO AMEND:

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

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

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

24 WAIVER NOT A LIMIT AT IN TO ENFORCE:

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

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 Agreements shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and Regulations made

thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total Carpet area of all the Apartment 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 Promoter through its authorized signatory at the places which may be mutually agreed between the Promoter and the Allottee, at Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

29 **NOTICES:**

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

_____ (Name of Allottee)

_____ (Allottee Address)

VEE DEE REALTORS PRIVATE LIMITED (Name of Promoter)

having its registered office at Room No. 38, 6th Floor, Poddar Court, 18, Rabindra Sarani, Post Office- Bowbazar, Police Station- Bowbazar, Kolkata- 700001, (Promoter Address)

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

30 **JOINT ALLOTTEES:**

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

31 **SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit

the rights and interest of the allottee under the Agreement for Sale of under the Act or the rules or the regulations made thereunder.

32 GOVERNING LAW:

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

33 DISPUTE RESOLUTION:

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

[Insert point any other terms and conditions as per the contractual understanding between the parties, however please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer:

(1) Signature _____

Name _____

Address _____

At _____ on _____

Vendor :

Signature :

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Drafted and prepared by me :

Advocate

SCHEDULE 'A'

TITLE OF THE LAND

1. One Atul Krishna Dutt was seized and possessed of and/or otherwise well and sufficiently entitled to All that the piece or parcel of railway relinquished revenue redeemed collectorate land containing an area of 1 Bigha 8 Cottahs 7 Chittacks and 33 Sq.ft. be the same or a little more or less together with one single storied brick-built dwelling house erected thereon or on the part thereof lying and situate at Mouza Bondel,

Dihi Panchannagram, Grand Division-V, Holding No.485, being Premises No.19, Bediadanga 1st Lane within the then Tollygunge Municipality in the district of the then 24 Parganas.

2. By a Deed of Conveyance dated the 20th day of May, 1947 made between the said Atul Krishna Dutta therein referred to as the Vendor of the One Part and one Punyabant Singh Bothra and Benoybant Singh Bothra therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar at Alipore in Book No.I, Volume No.28, Pages 271 to 276, Being No.1541 for the year 1947 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that the said larger premises more fully and particularly described in the Schedule there under written.

3. Tollygunge Municipality was thereafter merged with the then Corporation of Calcutta. Subsequently the said Premises No.19, Bediadanga 1st Lane was renumbered as Premises No.13, Bediadanga, 1st Lane, the then Calcutta.

4. By another Deed of Conveyance dated the 16th day of September, 1958 made between the said Benoybant Singh Bothra therein referred to as the Vendor of the One Part and one Smt. Magan Kumari Bothra, wife of the said Punyabant Singh Bothra therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Alipore in Book No.I, Volume No.131, Pages 213 to 222, Being No.8012 for the year 1958 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that his undivided half share in the said larger premises more fully and particularly described in the schedule there under written.

5. Thus the said Smt. Magan Kumari Bothra and Punyabant Singh Bothra became jointly seized and possessed of and/or otherwise well and sufficiently entitled to All that the said larger premises each having undivided half share therein.

6. By another Indenture of Conveyance dated the 14th day of August, 1974 made between the said Smt. Magan Kumari Bothra, therein referred to as the Vendor of the First Part, said Punyabant Singh Bhotra therein referred to as the Confirming Party of the Second Part and one Nil Ratan Dutta, Nemaï Ratan Dutta and Netai Ratan Dutta therein jointly referred to as the Purchasers of the Third Part and registered with the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.202, Pages 286 to 293, Being No.4998 for the year 1974 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that her undivided half share in the demarcated eastern portion of the said larger premises containing an area of 21 Cottahs 11 Chittacks and 37 Sq.ft. be the same a little more or less more fully and particularly described in the schedule there under written.

7. By another Deed of Conveyance dated the 14th day of August, 1974 made between the said Punyabant Singh Bhotra therein referred to as the Vendor of the One Part and the said Nil Ratan Dutta, Nemaï Ratan Dutta and Netai Ratan Dutta therein jointly referred to as the Purchasers of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.202, Pages 274 to 284, Being No.4999 for the year 1974 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that his undivided half share in the demarcated eastern portion of the said larger premises containing an area of 21 Cottahs 11 Chittacks and 37 Sq.ft. be the same a little more or less more fully and particularly described in the schedule there under written.

8. Thus the said Nil Ratan Dutta, Nemaï Ratan Dutta and Netai Ratan Dutta became jointly seized and possessed of and/or otherwise well and sufficiently entitled to All that the said piece and parcel of land containing an area of 21 Cottahs 11 Chittack and 37 Sq.ft. be the same or a little more or less being the eastern part of Premises No. 13, Bediadanga 1st Lane and they duly mutated their names in the assessment records of the then Corporation of Calcutta and the same was segregated from the said larger premises and was renumbered as Premises No.24C, Bediadanga 2nd Lane, Kolkata-700 039.

9. The said Smt. Magan Kumari Bothra and Punyabant Singh Bothra, after disposing off the major portion of the said larger premises as aforesaid, mutually decided to demarcate and divide the remaining portion of the said larger premises in equal share.

10. Accordingly the said Smt. Magan Kumari Bothra became seized and possessed of All that the demarcated piece or parcel of land containing an area of 3 Cottahs 10 Chittacks 9 Sq.ft. be the same or a little more or less being Lot No.B and said Punyabant Singh Bothra became seized and possessed of the other portion being marked as Lot A.

11. The said Punyabant Singh Bothra died on 22nd December, 1974 after making and publishing his Last Will and Testament dated the 31st January, 1961 whereby and where under he-

- i) appointed his wife said Smt. Magan Kumari Bothra as the Executrix and his sons Sushil Kumar Bothra and Prasanta Kumar Bothra as the joint Executors to the said Will and Testament;
- ii) gave devised and bequeathed unto and in favour of his said widow and two sons all that his undivided share in the said remaining portion of the said larger premises.

12. Upon the death of the said Punyabant Singh Bothra the Executors and Executrix of his Will had duly applied to the District Delegate, Alipore for grant of Probate of the said Will and the same was numbered as Probate Case No.164 of 1975(P).

13. Sometime in March, 1976 one Sanjay Bhusan Dutta filed a suit in the Hon'ble High Court at Calcutta being Suit No.109 of 1976 inter alia praying for a declaration that he was entitled to retain possession of the portion of the said Premises No.13, Bediadanga 1st Lane then divided into two plots being Lot "A" and Lot "B" and for further declaration that the defendants viz. said Sm. Magan Kumari Bothra, Sushil Kumar Bothra and Prasanta Kumar Bothra were not entitled to interfere with his possession in respect of the said lots of land and for other reliefs.

14. In the said suit a Terms of Settlement was filed on 10th April, 1976 and the Hon'ble High Court was pleased pass the Decree on the basis of such terms of

settlement and it was decreed that the defendants would arrange for sale of both the Lots "A" and "B" of premises No.13, Bediadanga 1st Lane to the plaintiff Sanjay Bhusan Dutta at or for the consideration as agreed upon.

15. Pursuant to the said compromise and during the pendency of the said Probate proceeding, by a Deed of Conveyance dated the 24th day of April, 1976 made between the said Sm. Magan Kumari Devi Bothra therein referred to as the Vendor of the First Part, the said Sm. Magan Kumari Devi Bothra, Sushil Kumar Bothra and Prasanta Kumar Bothra, therein jointly referred to as the First Confirming Parties of the Second Part, Rajula Surena and others therein jointly referred to as the Second Confirming Parties of the Third Part, Ashok Kumar Bothra and others therein jointly referred to as the Third Confirming Parties of the Fourth Part and the said Sanjay Bhushan Dutta therein referred to as the Purchaser of the Fifth Part and registered with the Registrar of Assurances Calcutta in Book No.I, Volume No.127, Pages 130 to 142, Being No.2683 for the year 1976, the said Sm. Magan Kumari Bothra at and for the consideration mentioned therein and with the consent and concurrence of the Confirming Parties therein granted transferred conveyed assigned and assured unto and in favour of the said Sanjay Bhusan Dutta All that the demarcated piece or parcel of land containing an area of 3 Cottahs 10 Chittacks 9 Sq.ft. be the same or a little more or less being the demarcated Plot of land marked as Lot No.B out of the remaining portion of the said premises No.13, Bediadanga 1st Lane more fully and particularly described in the Schedule there under written.

16. By another Deed of Conveyance dated the 14th day of August, 1976 made between the Executors to the Estate of Punyabant Singh Bothra therein referred to as the Executors of the First Part, the Beneficiaries to the Will and the sole heirs and legal representatives of Punyabant Singh Bothra therein jointly referred to as the Confirming Parties of the Second Part and the said Sanjoy Bhusan Dutta therein referred to as the Purchaser of the Third Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.145, Pages 184 to 195, Being No.3180 for the year 1976 the Executors therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that the demarcated piece or parcel of land containing an area of 3 Cottahs 10 Chittacks 35 Sq.ft. be the same or

a little more or less being the demarcated Plot of land marked as Lot No. A out of the remaining portion of the said premises No.13, Bediadanga 1st Lane more fully and particularly described in the Schedule there under written.

17. As some mistakes had crept in the said Deed of Conveyance dated 14.08.1976 being no. 3180 for the year 1976 the said mistakes was rectified through a Supplemental Deed dated 13th October, 1976 made between the same parties and registered with the Registrar of Assurances, Calcutta in Book No.1, Volume No.170, Pages 148 to 154, Being No. 3990 for the year 1976.

18. Thus the said Sanjoy Bhusan Dutta became seized and possessed of and/or otherwise well and sufficiently entitled to All that the total piece and parcel of land containing an area of 7 cottahs 5 chittacks be the same or a little more or less lying situate at the said premises No.13, Bediadanga 1st Lane.

19. Meanwhile the following development took place in respect of the said new premises being Premises No.24C, Bedia Danga 2nd Lane, as narrated hereunder:

i) By a Deed of Partnership dated the 29 day of July, 1969 the said Nil Ratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta mutually agreed to carry on a business in co-Partnership under the name and style of Jessore Comb Industry Company at and from the said new premises being Premises No.24C, Bedia Danga 2nd Lane.

ii) Jessore Comb Industry Company applied to and obtained from Central Bank of India, Main Branch at premises no. 33, Netaji Subhas Road, the then Calcutta-700 001 for an overdraft and/or cash credit account of a limit of Rs.9,00,000/- (Rupees Nine Lacs only).

iii) To secure the due re-payment of the said loan granted by the said Bank to the said Jessore Comb Industry Company at the request of the said Bank the Nil Ratan Dutta & Ors. deposited the original title deeds of the above land and premises No.24C, Bedia Danga 2nd Lane with intent to create a security thereon in favour of the said Bank.

iv) The said Nil Ratan Dutta who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 5th December, 1983 leaving behind him surviving his widow Radharani Dutta and two sons namely Subodh Kumar Dutta and Subir Kumar Dutta, three married daughters namely Gita Rani Kundu, Shibani Saha

and Rita Dutta as his heirs heiresses and legal representatives who upon his death became jointly entitled to his undivided one-third ($1/3^{\text{rd}}$) share in Premises No. 24C, Bediadanga 2nd Lane, Kolkata-39.

- v) After the death of Nil Ratan Dutta his legal heirs and heiresses joined as partners in the said Partnership of Jessore Comb Industry Company.

- vi) To repay the loan of the said Bank granted to Jessore Comb Industry Company, Nemai Ratan Dutta & Ors. approached the said Bank to permit them to sell a piece and parcel of land measuring 5 Cottahs 13 Chittacks 6 Sq.ft. more or less with a small structure standing thereon situated at 24C, Bedia Danga 274 Lane out of the said 21 Cottahs 11 chittacks and 37 sq.ft. of land more or less together with the brick built one storied building or structure standing thereon or on part thereof at or for the consideration of Rs.9,00,000/- (Rupees Nine Lacs only).

- vii) The Bank had agreed to release the said 5 Cottahs 13 Chittacks and 6 Sq.ft. of land with the small structure standing thereon free from all charges and mortgage upon the entire sale proceed being the consideration as hereinbefore stated is paid by Nemai Ratan Dutta & Ors. on behalf of the said Jessore Comb Industry Company to the said Bank for appropriation of dues of the said partnership.

- viii) By a Deed of Release dated the 10th day of July, 1998 made between the said Central Bank of India therein referred to as the Releasor of the First Part, said Jessore Comb Industry Company therein referred to as the Borrower of the Second Part and said Nemai Ratan Dutta, Netai Ratan Dutta, Radharani Dutta, Subodh Kumar Dutta, Subir Kumar Dutta, Gita Rani Kundu, Shibani Saha and Rita Dutta therein jointly referred to as the Releasees of the Third Part, the Releasor therein discharged the Borrower and acquitted and released unto and in favour of the Releasees therein All that the piece and parcel of land measuring 5 Cottahs 13 Chittacks 6 Sq.ft. more or less with a small structure standing thereon situated at 24C, Bediadanga 2nd Lane.

20. Afterwards, by an Indenture dated the 10th July, 1998 made between the said Nemai Ratan Dutta & Ors. therein jointly referred to as the Vendors of the One Part and the said Sanjay Bhusan Dutta therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No.23, Pages 252 to 275, Being-No.774 for the year 2000 the Vendors therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of railway relinquished revenue free land measuring 5 Cottahs 13 Chittacks 6 Sq.ft. more or less together with structures standing thereon lying and situate at and being the demarcated portion of the Premises No.24C, Bedia Danga 2nd Lane, more fully and particularly described in the Schedule there under written.

21. The said Nemai Ratan Dutta who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 16th March, 2004 leaving behind him surviving (wife being predeceased) his only son Dr. Debashish Dutta as his sole heir and legal representative who upon his death became entitled to his undivided one-third ($1/3^{\text{rd}}$) share in the said Premises No.24C, BediaDanga 2nd Lane.

22. By a Bengali Aposh Bontonna (Deed of Partition) dated the 6th day of October, 2004 made between the said Radharani Dutta, Subodh Kumar Dutta and Subir Kumar Dutta, Gita Rani Kundu, Shibani Saha and Rita Dutta therein jointly referred to as the Party of the First Part, the said Dr. Debashish Dutta therein referred to as the Party of the Second Part and the said Netai Ratan Dutta therein referred to as the Party of the Third Part and registered with the Additional District Sub-Registrar, Sealdah in Book No. I, Volume No.7, Pages 263 to 270, Being No.150 for the year 2005 the parties thereto amicably partitioned amongst themselves All that the balance piece and parcel of lands containing an area of 15 Cottahs 14 Chittacks 31 Sq.ft. (excluding the area of 5 Cottahs 13 Chittacks 6 Sq.ft. earlier sold on 10.07.1998 as aforesaid) lying and situate at and being Premises No.24C, Bedia Danga 274 Lane, in the manner as follows:-

- (i) An area of 5 Cottahs (Kha) was allotted to the legal heirs of Nil Ratan Dutta namely (1) Subodh Kumar Dutta, (2) Sri Subir Kumar Dutta, (3) Radha Rani Dutta, (4) Gita Rani Kundu, Shibani Saha, (6) Rita Dutta being the First Party therein.

- ii) An area of 5 Cottahs 6 Chittacks (Ga) was allotted to the heir of Late Nimai Ratan Dutta namely Dr. Debasis Dutta being the Second Party therein.
- iii) An area of 5 Cottahs 8 Chittacks 31 Sq.ft. (Gha) was allotted to Nitai Ratan Dutta being the Third Party therein.

23. By another Indenture of Conveyance dated the 11th May, 2005 made between the said Debashis Dutta therein referred to as the Vendor of the One Part and the said Sanjoy Bhusan Dutta therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No.1, Pages 1 to 17, Being No.6056 for the year 2005 the Vendor therein at and for the for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land with structure thereon measuring 5 Cottahs 6 Chittacks (on physical measurement 6 cottahs 9 sq.ft.) be the same or a little more or less lying and situate at and being portion of premises No.24C, Bediadanga Second Lane, more fully and particularly described in the schedule there under written.

24. Thus the said Sanjoy Bhusan Dutta the Owner herein became seized and possessed of and/or otherwise well and sufficiently entitled to i) All that the piece and parcel of land containing an area of **7 cottahs 5 chittaks together with structure erected hereon or on the part thereof lying situate at and being Premises No.13, Bediadanga 1st Lane** and ii) **All that the piece and parcel of land containing an area of 11 cottahs 3 chittaks 6 sq.ft. (on physical measurement 11 cottahs 13 chittaks 15 sq.ft.) together with structure erected hereon or on the part thereof lying situate at and being Premises No. 24C/1, Bediadanga 1st Lane, Kolkata (herein after collectively referred to as the said property) more fully and particularly described in the Second Schedule hereunder written.**

25. The Owner/Vendor herein intends to develop the Premises and to

cause such development the Developer has commenced the work of construction and/or erection in accordance with the terms and conditions as contained in the Development Agreement dated **12th AUGUST, 2016**, which was registered in the office of the Additional Registrar of Assurance, A.R.A – I Kolkata in Book No. I, Volume No. 1901-2016, Page from 209000 to 209055, **Being No. 190106257 for the year 2016**.

26. The Owner/Vendor have also granted Power of Attorney unto and in favour of the Developer herein being dated **23rd AUGUST, 2016**, which was registered in the office of the Additional Registrar of Assurance, A.R.A – III Kolkata in Book No. IV, Volume No. 1903-2016, Page from 125112 to 125135, **Being No. 190305208 for the year 2016** to undertake the work of development and sale under the terms of the Development Agreements above referred to.

ARTICLE - III

ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR

The Owner-Vendor herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned , described, explained, enumerated, provided at the under the **FIRST SCHEDULE** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances , charges , liens, lispenses, demands, claims , hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and except the rights conferred upon the Developer and created by the Owner-Vendor herein by way of and under the terms and conditions of the said Development Agreements and by

which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the First Schedule hereto.

SCHEDULE-B

DESCRIPTION OF THE APARTMENT AND COVERED PARKING

PART-I

ALL THAT the Apartment No.____ with Carpet Area of _____ square feet (Super built up area_____ Sq. ft) approx constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ____ floor, Block No.____ of **"THE ZENITH"** at **ALL THAT** piece and parcel of **PART-I** land admeasuring **7 Cottahs 5 Chittacks** be the same a little more or less together with one storied brick building having a super built up area of 1000 sq.ft. more or less erected thereon or on the part thereof lying and situated at Mouza – Bondel, Grand Division – V, Sub Division – I, Presently Being **Premises No. 13, Bediadanga 1st Lane**, Post office – Kasba, Police Station – Kasba, Ward No. 67, within the Kolkata Municipal Corporation, Kolkata – 700039, **AND PART – II** land admeasuring **11 Cottahs 3 Chittacks 6 sq.ft. (On physically measurement 11 Cottahs 13 Chittacks 15 sq.ft.)** be the same a little more or less together with tin/asbestos shed/ structure covering an area of 1500 sq.ft. more or less erected thereon or on the part thereof lying and situated at Mouza – Bondel, Grand Division – V, Sub Division – I, Presently Being **Premises No. 24C/1, Bediadanga 2nd Lane**, Post office – Kasba, Police Station – Kasba, Ward No. 67, within the Kolkata Municipal Corporation, Kolkata – 700039.

PART-II

ALL THAT Parking space purchased with the right to park for _____ (___) medium sized car(s) and zero (o) two wheeler(s) in the covered parking space in the Building.

SCHEDULE 'C'

PAYMENT PLAN

PART-I

"AGREED CONSIDERATION"

- (a) Consideration for the Undivided Share and for
Construction and completion of the said Apartment Rs...../-
No. _____ on ____ floor admeasuring _____ sq.ft.
Approx Carpet Area. (Super Built up area _____ Sq. ft)
- (b) Consideration for the right to park a car
in the said parking space Rs...../-

AGREED CONSIDERATION

Rs...../-

[Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number : 19AADCV1781B1ZF

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

PAYMENT PLAN :

S D THE ZENITH (Payment Plan)	Rs.
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On Application	2 lacs + GST	
On Agreement	20% less Application Amount + GST	
On Foundation	10%+ GST	
On 1st Floor Casting	7.5% +GST	
On 3rd Floor Casting	7.5% +GST	
On 5th Floor Casting	7.5% +GST	
On 7th Floor Casting	7.5% + GST	
On 9th Floor Casting	7.5% +GST	
On 11th Floor Casting	7.5% +GST	
On Brickwork Completion	10% +GST	
On Flooring	10% + GST	
On Possession/Registration (Whichever is earlier)	5% +GST	

NOTE

FLOOR ESCATION CHARGES	RS 20 /- SQFT FROM 3RD FLOOR ONWARDS	
PREFERRED LOCATION CHARGE	RS 100/-SQFT (SOUTH FACING)	
EXTRA DEVELOPMENT CHARGES	RS 200/-SQFT	
CAR PARKING CHARGE	RS 5,00,000	

PART – II

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 15 [Fifteen] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the

demand date then the booking shall be cancelled at the sole discretion of “Promoter” i.e. “THE ZENITH” and the Company shall deduct 12% as Service Charges plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART – III

The “Promoter” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than December 2020, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the “Promoter” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART – IV

Section A: Additional Payments payable wholly by the Allottee

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the “**Promoter**” Rs _____ per sq.ft for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area :

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions are all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is all exclusive in the agreed consideration.
 - i) Single Unit- Rs _____/- at the time of execution of this agreement and balance Rs _____/- on the date of commencement of liability.
Total – Rs _____/-

PART – V

Additional consideration payable to the “**Promoter**” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “**Promoter**”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

PART – VI**“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. 2/= [Rupees TWO only] per sq. ft for 12 [twelve] months.
- (b) Deposit for Corporation/Zila Parishad/Panchayat/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters
- (d) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the “**Promoter**” at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE 'D'**SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE APARTMENT)****(SPECIFICATIONS)**

STRUCTURE	: Earthquake resistant RCC Frame Structure with infill/Masonry Brick Wall.
FLOORING	: Bedroom, living, dining, verandah-vitrified tiles.
STAIRCASE & LOBBY	: Staircase & Floor lobbies in tiles/marble.
WALL	: Internal: Plaster of paris/wall putty External: high quality weather proof/cement/texture paints,
LIFT	: Lift: Laser Lift of 6 passengers (Automatic).
ELECTRICAL POINTS	: Modular Switch AC point in All bedroom & living/dining. Necessary electrical points with switch in all bedrooms, living/dining, kitchen and toilets. Concealed copper wiring with Reputed ISI wire. Door bell point at entrance door.
WINDOWS	: Aluminum sliding windows with glass finish Aluminum louvers for toilet.
KITCHEN	: Anti Skid vitrified tiles floor with granite counter and stainless sink. Ceramic tiles upto 2 feet above the counter.
WATER SUPPLY	: 24 hours Corporation water supply.

- FIRE : Modern fire fighting system.
- SUCURITY : 24 hours security.
Common area under CCTV Surveillance.
- POWER BACKUP : Provision for power back-up in common area
- DOORS : Tough timber frame and solid core flush door.
Main Entrance: Laminated flush Door.
Main door Fittings: Eye hole with premium locks.
Internal Door: Flush door primar finish.
- TOILET : Anti skid vitrified tiles
Ceramic tiles upto door light on the wall.
CP fittings of ISI Branded (reputed).
Plumbing provision for HOT/COLD water line.
Electric point for geyser.
- TELEPHONE/CABLE TV POINTS : Cable TV point conducting in living/dining and master bedroom.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

THE SCHEDULE "E" ABOVE REFERRED TO

(COMMON PORTIONS)

PART - I

A. COMMON PARTS and PORTIONS in the BUILDING.

Lift in each block.

Fire Fighting arrangement as per sanctioned fire plan.

Provision for intercom connection lines in each flat.

CCTV surveillance.

PART-II

B. COMMON PARTS and PORTIONS in the COMPLEX are listed as under. These **COMMON PARTS and PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project "**THE ZENITH**" Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS and PORTIONS/FACILITIES** with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

Gymnasium Open Air

AC Community Hall

Kids Play Area