

**AGREEMENT FOR SALE**

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_

**By and Between**

**SHREE VENKATESH TOWERS LLP.** (PAN ADJFS0234J), having its registered office at P-106, Rashtra Guru Avenue, P.O. & P.S. Dum Dum, Kolkata — 700028, District : North 24-Parganas, previously known as **SHREE VENKATESH TOWERS PVT. LTD.**, represented by its authorized Partners viz., (1) SRI RAHUL SINGH, (PAN No. COQPS7173L) (Aadhar No. 510921403255), son of Surendra Prasad Singh, residing at P-106, Rashtra Guru Avenue, P.O. & P.S. Dum Dum, Kolkata — 700028, District : North 24-Parganas, (2) SRI RAHUL MAJUMDER, (PAN No. AWBPM1444M) (Aadhar No. 224031373931.), son of Sri Tapas Majumder, residing at 16, Sarat Basu Road, P.O. Rabindranagar, P.S.Dum Dum, Kolkata - 700065, District : North 24-Parganas, (3) SRI KRISHNA KANT MISHRA, (PAN No. BEHPM4603K) (Aadhar No. 679559444562, son of Sri Raj Narayan Mishra, residing at 5, Garstin Place, Hare Street, Kolkata - 700001, (4) SRI CHANDRA PRAKASH DUGAR (PAN No. ADWPD7128B) (Aadhar No. 365214998929.), son of Late Subh Kumar Dugar, residing at 9/4A, Mahadev Chatterjee Lane, P.O. & P.S. Bhawanipur, Kolkata - 700020, District- Kolkata, referred to as the "Promoter" (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).

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 \_\_\_\_\_), 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 \_\_\_\_\_), 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 \_\_\_\_\_) 3 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 \_\_\_\_\_), 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, successors-in-interest and permitted assigns).

The Owners, the Promoter and the 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 Owner/Promoter are the absolute owner of the SAID LAND vide Deed(s), details of chain of title of which are more fully described in the Schedule A-1 hereto and by amalgamation respective plots of total lands total measuring **1 Bigha 14 Cottahs 5 Chittaks 20 Sq.Ft.** more or less and mutated its name in the records of local Dum Dum Municipality and converted the same into single Holding, described in Schedule A ("SAID LAND").
- B. The said Land is earmarked for the construction of several numbers of multi storied buildings thereon which is or shall be known as "SHREE VENKATESH ENCLAVE PHASE II" ("Project").
- C. 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.

D. The Office of Dum Dum Municipality has sanctioned the site plan on 11.08.2017 bearing no. G-V/102/2017-18

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Dum Dum Municipality. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. 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. \_\_\_\_\_.

G. The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ ("Building") along with parking for \_\_\_\_\_ no. \_\_\_\_\_ in the \_\_\_\_\_, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B);

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 Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para G.

III 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 Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.

1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and Taxes of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Total Price")

|   |  |
|---|--|
| Block/Building/Tower No.                      |  |
| Rate of Apartment per square feet. * (in Rs.) |  |
| Apartment No.                                 |  |
| Type  |  |
| Floor   |  |
| Super Built-Up Area (in Sq. Ft.)              |  |
| Carpet Area (in Sq. Ft.)                      |  |
| Exclusive balcony/verandah (in Sq. Ft.)       |  |
| Exclusive Open Terrace (in Sq. Ft.)           |  |
| Proportionate Common Area (in Sq. Ft.)        |  |
| Preferential Location Charges (in Rs.)        |  |
| Parking -1 (Type/Price)                       | _____ /Rs. _____   |
| Parking - 2 (Type/Price)                      | _____ /Rs. _____   |
| Consolidated Price (in Rs.) without Taxes     | _____  |
| Taxes on the Consolidated Price (in Rs.)      | _____ The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates |
| Extra Charges (as per the Agreement for Sale) | _____  |
| Taxes on Extra Charges (in Rs.)               | _____ The Goods & Service Tax and any other applicable tax on the Extra Charges shall be payable by the Allottee as per prevalent rates      |
| Total Price (in Rs.)                          | _____ Sum total of Consolidated Price, Extra Charges and Taxes   |

*Explanation:*

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

(ii) The Total Price above includes Taxes payable by the Allottee and also include 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) up to the date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees 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 payable by the allottee, the subsequent amount payable by the allottee 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 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 allottees unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee 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 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 Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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 unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments (in case of Down Payment Scheme) payable by the Allottee by discounting such early payments @ 0% 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 Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modified plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.



1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the 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 Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was found to have been paid by the 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 allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in 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.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.

(i) The Allottee shall have exclusive ownership of the Designated Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided with the Designated Apartment and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with \_\_\_\_\_ **Parking** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (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 Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Designated Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), 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 (as applicable)] in favour of \_\_\_\_\_ payable at \_\_\_\_\_

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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 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 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 Designated Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other 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 Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.



If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest @ prime lending rate of the State Bank of India plus two per cent p.a. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction milestone by the Promoter as provided in ("Payment Plan").

(ii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 750/- (Rupees Seven Hundred Fifty only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

(iii) In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

## 6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to 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 facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans beyond those contemplated in clause E above, 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/PLOT:

### 7.1 Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Designated 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 Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 31.10.2023 with a grace period as granted by the West Bengal Housing Industry Regulatory Authority, there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated 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 -** The Promoter, upon obtaining the completion certificate\* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the Allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. 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 issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

### **7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated 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 Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

**7.4 Possession by the Allottee -** After obtaining the completion certificate\* and handing over physical possession of the Designated Apartment 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 Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

**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 (i.e. 10% of the Consolidated Price plus applicable taxes) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

**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, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same.

to the Allottee 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

7.5.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated 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 the Promoter in respect of the Designated 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 Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners has absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;

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

(iii) Save and except the overdraft loan facility obtained by the Promoter for construction of the several buildings in the Project and for which the Promoter have mortgaged by deposit of title deeds of the said Land to Axis Bank Ltd, there are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;

(iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/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 Designated 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 Owners/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 Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

(x) At the time of execution of the conveyance deed, the Promoter shall hand over lawful vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be.

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be.

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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Designated 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 or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in 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 the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments linked to construction milestones 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 by the 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;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.



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 two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated; Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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 Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate\* to the Allottee:

Provided that, 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 issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, 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 and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

#### **11. MAINTENANCE OF THE 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 shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

#### **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 by the Allottee within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority



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

The Promoter/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, garages/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 Designated 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 located within Sugam Habitat shall be ear-marked 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated 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 Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated 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 Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in 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 Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated 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 Apartment Ownership Act, 1972*. The Promoter shall ensure compliance of various laws/regulations as applicable in the said Act.

**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 (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**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 Designated Apartment.

**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 Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION 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 [Schedule '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. 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 unless the same are capable of having been agreed by the parties and/or consented to by the Allottee 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 payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, it shall be registered at the Office 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 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)  
\_\_\_\_\_ -Promoter Name  
\_\_\_\_\_ -Promoter Address

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

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, 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 Allottee under the Agreement for Sale or 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 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.

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**SCHEDULE 'A'**

1. **DESIGNATED APARTMENT** : ALL THAT piece and parcel of one self contained Flat No. \_\_\_\_\_ on the Floor at \_\_\_\_\_ side in the Block - \_\_\_\_\_, lying and situated at Holding No. 168, P.K. Guha Road, Ward No. 10, P.S. Dum Dum, consisting of \_\_\_\_\_ bed rooms, \_\_\_\_\_ toilets, \_\_\_\_\_ kitchen, \_\_\_\_\_ drawing-cum-dining room, \_\_\_\_\_ balcony having covered area \_\_\_\_\_ sq.ft., stair & lift area \_\_\_\_\_ Sq.Ft. and 25% service area \_\_\_\_\_ Sq. Ft. more or less i.e. total super-built up area \_\_\_\_\_ Sq.Ft. more or less of the building lying and situated demarcated portion of the property fully described hereinbelow as SAID LAND on which the said building is erected and built and also rights and obligations in respect of common areas and facilities along with right of easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act, 1972.

2. **PARKING** \_\_\_\_\_

2.1 **OPEN TERRACE:** \_\_\_\_\_

3. **SAID LAND:**

ALL THAT piece and parcel of bastu land measuring 1 Bigha 14 Cottahs 5 Chittaks 20 sq.ft. more or less along with multi-storied building standing thereon lying and situated at Premises No. 168, P.K. Guha Road, Kolkata — 700028, comprised in Mouza-Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, comprised in R.S. Dag No.623, 624, under R.S.

Khatian No 485 within the municipal limits of Dum Dum Municipality, Ward No. 10 P.S. Dum Dum, under Additional District Sub-Registry Office Cossipore Dum Dum in the District North 24-Parganas along with all rights of common areas, facilities and right of egress and ingress, delineated in Red marked in the Map or Plan annexed hereto and butted and bounded by :

- ON THE NORTH:- P.K. Guha Road;  
ON THE SOUTH:- Venketesh Enclave;  
ON THE EAST:- Wonder Land Housing;  
ON THE WEST:- P.K. Guha Road.

**OR HOWSOEVER OTHERWISE** the same may be butted and bounded, known number, called described and / or distinguished.

#### SCHEDULE A-1

##### CHAIN OF TITLE:

1. By an Indenture of Conveyance dated 12.07.1944 being no.2235 for the year 1944 made BETWEEN Amiya Bala Choudhury, Bimalendu Choudhury, Purnendu Choudhury, Nirmalendu Choudhury, Saradindu Choudhury, Ardhendu Choudhury and Satya Prakash Choudhury AND Kamalabala Dassi said Amiya Bala Debi sold and conveyed 1.13 Acres of land in Mouza – Sultanpur, J.L. No.10, Khatian No.485, being Dag No.623 & 624, Touzi No.173, R.S. No. 148, P.S.-Dum Dum.
2. The said Kamala Bala Dassi became owner of the above land and mutated her name in Dum Dum Municipality record for the same land with premise no.40, P.K. Guha Road, Kolkata 700028.
3. The said Kamala Bala Dassi died on 22.07.1985 leaving her four sons, namely Balai Ch. Dutta, Kanai Dutta, Nemai Dutta and Netai Ch. Dutta and only daughter, namely Sova Roy.
4. Kamalabala Dassi Bequeathed in favour of her son Balai Ch. Dutta and her grandson, namely Sanjoy Kr. Dutt, son of Nemai Dutta the premises no.40, P.K. Guha Road, Kolkata 700028 by a Will dated 13.07.1967.
5. Kamalabala Dassi also Bequeathed in favour of her two grandsons, namely Ashoke Dutt and Alope Dutt the land 15 Cottah 4 Chittacks 11 sq.ft. by the Will dated 13.07.1967.
6. The above legatee Balai Ch. Dutta and Sanjoy Kr. Dutt obtained probate in respect of 2 Bigha 7 Cottah 8 Chittack 41 sq.ft.
7. The said Balai Ch. Dutta died on 18.02.2003 leaving behind his only daughter Bani Mitra and Balai Ch. Dutta bequeathed 50% of his share of premises no. 40, P.K. Guha Road, Kolkata 700028 to his daughter by a Will dated 18.12.1992 the probate of which was obtained by Bani Mitra.
8. The said Bani Mitra sold and conveyed land measuring 1 Bigha 3 Cottah 21 sq.ft. at premises no. 40, P.K. Guha Road, Kolkata 700028 to BUBUS, Partnership firm.



9. That BUBUS Partnership firm and Sanjoy Kumar Dutt have executed Deed of Partition dated 16.04.2010 thereby BUBUS became absolute owner of the plot of land measuring 1 Bigha 3 Cottahs 12 Chittacks 21 Sq ft at premises no 168, P.K. Guha Road, Kolkata 700028.
10. That BUBUS sold plot of land measuring 4 Cottahs 4 Chittacks with R.T. Shed to one Prahlad Jaiswal by virtue of Deed of Conveyance being no.4350 for the year 2010.
11. That BUBUS sold plot of land measuring 3 Cottahs 3 Chittacks with R.T. Shed to one Prahlad Jaiswal by virtue of Deed of Conveyance being no.4251 for the year 2010.
12. That BUBUS sold plot of land measuring 4 Cottahs 4 Chittacks with R.T. Shed to one Prahlad Jaiswal by virtue of Deed of Conveyance being no.4250 for the year 2010.
13. That said Prahlad Jaiswal sold plot of land measuring 4 Cottahs 4 Chittacks and 3 Cottahs 3 Chittacks and 3 Cottahs 2 Chittacks with R.T. Shed to Shree Venkatesh Towers Pvt. Ltd. presently known as Shree Venkatesh Towers LLP by virtue of Deed of Conveyance being no.09954 for the year 2012.
14. The said Sanjoy Kumar Dutt sold, conveyed and transferred ALL THAT piece and parcel of bastu land measuring an area of 1 (one) Bigha 3 (three) Cottahs 12 (twelve) Chittacks 20 (twenty) sq. ft. more or less (at Dag No. 624 land area 17 Cottahs 15 Chittacks 22 sq. ft. and at Dag No. 623 land area 5 Cottahs 12 Chittacks 43 sq. ft. more or less) together with R.T. Shed structure thereon measuring 5000 sq. ft. more or less at mouza -Sultanpur, P.S. -Dum Dum, District North 24 Parganas, J.L. No. 10, R.S. no. 148, Touzi No. 173, R.S. dag No. 623, 624, R.S. Khatian No. 485, Premises No. 168, P.K. Guha Road, Kolkata -700 028, Ward No. 10, within the local limits of Dum Dum Municipality, under Additional District Sub -Registrar at Cossipore Dum Dum, in the District of North 24 Parganas unto and in favour of SHREE VENKATESH TOWERS PVT. LTD. presently known as SHREE VENKATESH TOWERS LLP, and by virtue of three separate Deed of Conveyances duly registered before the A.D.S.R. Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2015, pages from 236033 to 236072, Being No. 150611062, for the year 2015 since then became the sole and absolute owner of the said four plots of land measuring total area of 1 (one) Bigha 14 (fourteen) Cottahs 5 (five) Chittacks 20 (twenty) sq. ft. more or less and mutated its name in the records of local Dum Dum Municipality and amalgamated the said plots and converted the same into a single Holding from the Dum Dum Municipality

#### SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

ALL THAT the Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Building/Block No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet together with a balcony area of \_\_\_\_\_ sq. ft. (built up area of \_\_\_\_\_ sq. ft.) be the same a little more or less together with the right to use \_\_\_\_\_ nos. Open/Covered/Multi-level Car Parking Space (dependent/independent) on the \_\_\_\_\_ level of the Building/ Project/Complex together with the right to use the common areas/common parts and facilities in common with other allottees

#### **SCHEDULE 'C' - PAYMENT PLAN**

The Consolidated Price shall be paid by the Allottee to the Promoter in installments as follows:

|  |     |
|--|-----|
| At the time of signing of this agreement.  | Rs. |
| 10% of the total consideration money will be paid at the time of first floor roof casting of the said flat.  | Rs. |
| 10% of the total consideration money will be paid at the time of second floor roof casting of the said flat. | Rs. |
| 10% of the total consideration money will be paid at the time of third floor roof casting of the said flat.  | Rs. |

|  |     |
|--|-----|
| 20% of the total consideration money will be paid after completion of Brickworks of said flat.   | Rs. |
| 20% of the total consideration money will be paid after completion of inside plastering, inside plaster of Paris and electric wiring of the flat.          | Rs. |
| 20% of the total consideration money will be paid after completion of flooring works, plumbing works, windows, door and all works completion of said flat. | Rs. |
| Balance amount will be paid at the time of delivery of possession.   | Rs. |

\*\* TDS @ 1% will be applicable (As per applicable Law)

\*\* GST @ 12% will be applicable (As per applicable Law)

\*\*\* GST @ 18% on Extras and Deposits will be applicable (As per applicable Law)

#### SCHEDULE 'D' -

#### SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT).

1. Foundation : Reinforced concrete Cement structure.
2. Wall Finish : Interior -Convectional brick work with plaster of Paris. Extra -High Quality water proof cement paint.
3. Flooring: Bed Rooms & Living/ Dining-Vitrified Tiles. Kitchen -Anti -Skid matt vetrified tiles. Toilet -Anti -skid matt vetrified tiles.
4. Doors & Windows -Door Frame -aluminium sliding door. Main Door-Water proof flush door. Internal Doors -Good quality flushed doors.
5. Water Supply : 24 Hours supply from deep tube wells.
6. Common Lightning : Overhead illuminated for compound lightning. Necessary illumination in all lobbies, staircases and common areas.
7. Kitchen -Granite Platform with honed edges. Stainless steel sinks. Dado tiles upto 2' above The Counter/ platform. Electrical point for Refrigerator, exhaust fan.
8. Electricals -AC & cable points in master bed rooms Ample 5 Amp. Electrical pains with central MCB & switch Boards. Door -bell point at the main entrance door. Concealed copper wiring with switch of ISI marked.
9. Toilet -Glazed tiles on the walls upto door hieght. Sanitary ware of Pary ware or equivalent. CP Fitting of Essco or equivalent. Electrical points for geyser (common bath rooms) and exhaust Fan. Plumbing provisional for hot/ cold water line.
10. Stairs & Lobbies -Staffs & floor lobbies -Kota stone or marble. Entrance ground floor lobbies of marble/ granite and Kota stone.
11. Lift -One Lift in each building.
12. Other Amenities -Community Hall, Gymnasium, Temple, Water purification, 24 Hours Security, Power Back -up [common & services areas], CC T.V. Intercom.

**SCHEDULE 'E' -  
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).**

**COMMON AREAS COMMON TO THE CO-OWNER**

1. Open and /or paths and passages.
2. Space/room for water pump with motor and underground water reservoir and overhead water tank.
3. Staircase lobby and landing.
4. Boundary walls.
5. Roof /terrace of the building
6. Community hall
7. Temple
8. Gym
9. Intercom
10. Power break-up ( only for common passages).
11. Water body (indoor landowner control).
12. Roof Top 60% belongs to Developer for future development and 40% flat holder.
13. Developer can enjoy all the common facilities at any point of time and he is also not bound to pay any kind of maintenance charge to the association.

**COMMON INSTALLATIONS COMMON TO THE CO-OWNER**

1. Drain sewers and pipes from the building to the municipal duct.
2. Cemented grills staircase and lobby.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations.
5. Electrical wiring and other accessories for lighting the staircase lobby and other common areas.
6. Water Sewerage Evacuation Pipes from the unit to drains and sewers common to the building.
7. Main Gate to the Premises and the building.

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

Promoters at Kolkata

- 1.
- 2.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee at Kolkata

- 1.
- 2.