

AGREEMENT FOR SALE

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

BETWEEN

SMT. SIKHA SHAW, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das,
by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, PAN
No.HGKPS6106J, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police
Station - Lake Town, Kolkata - 700 055,, hereinafter called the "**VENDOR**" (which term or
expression shall unless excluded by or repugnant to the context or subject be deemed to

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mean and include her legal heirs, representatives, executors, administrators, successors and assigns) represented by her constituted attorney **POROSHPATHOR REALCON PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, of the **FIRST PART.**

AND

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

AND

POROSHPATHOR REALCON PVT. LTD., Pan No.AAHCP9431C, a company incorporated under the provisions of Companies Act, 2013, as amended upto date, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, **PAN no.ALUPS7185H**, hereinafter called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, representatives and assigns) of the **THIRD PART.**

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

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

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

A. **WHEREAS** by a Cobala dated 29th day of February, 1964, Registered at the office of the Sub Registrar Cossipore, Dum Dum, recorded in Book No.I, Volume No.27, at Pages No.74 to 78 thereof as Being No.1168, for the year 1964, one Smt. Bedana Bala Das alias Dassi, purchased the property ALL THAT piece or parcel of bastu land, measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), from Niranjana Kumar Das, the Vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS by a Deed of Gift, Dated 16.12.2014, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, District - 24-Parganas (North), recorded in Book No.I, as Being No.12990 for the year 2014, the said Smt. Bedana Bala Dasi, the donor therein, out of love and affection as mentioned therein granted, conveyed and transferred her property being ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, togetherwith tiles shaded structure measuring area 220 (two hundred twenty) square feet, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), in favour of her daughter namely Smt. Sikha Shaw, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, the donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS by virtue of said deed the owner herein became sole and absolute owner of the property being ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North) and thereafter mutated her name in the records of the South Dum Dum Municipality and obtained a Municipal Holding No.32, S.K.B. Sarani, Police Station - Dum Dum, Kolkata - 700030, in ward No.17, as absolute owner thereof.

AND WHEREAS the vendor herein subsequently mutated her name before the Block Land and Land Reforms Office at Sodepore, District - 24 Parganas (North) and obtained new Modified Khatian No.1542 in connection of R.S. Khatian No.843 and Modified 369 under R.S. Dag No.2791.

AND WHEREAS the Vendor herein has decided to develop the aforesaid land, contained in the said property, morefully and particularly described in the FIRST SCHEDULE hereunder written, and accordingly entered into Registered Development Agreement, dated, 16th day of December, 2014, registered in the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book no.I, CD Volume No.32, at pages No.8858 to 8889 as Being No.12991 for the year 2014, for development of the said lands, containing certain terms and conditions as agreed between the Vendor and the Developer/Confirming party herein.

AND WHEREAS in terms of the said Development Agreement dated, 16th day of December, 2014, the vendor herein executed registered Development Power of Attorney on the same date i.e. 16th day of December, 2014, registered in the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book no.I, CD Volume No.32, at pages No.7169 to 7185 as Being No.12992 for the year 2014, in favour of the developer/confirming party herein, for sign and execute different Agreement of sale and also Deed of Conveyances in respect of the Developer's Allocation within the building to the intending purchaser or purchasers of the said plot of land and other terms and condition stated therein.

AND WHEREAS the vendor herein through the developer as contituted attorney applied and obtained for a sanction of a building respecting construction of a Multi-storeyed building on the said Municipal **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), and the same being duly sanctioned by the South Dum Dum Municipality vide sanctioned building plan No.837, dated 29-04-2019.

AND WHEREAS the said developer herein started the construction of the building known as "**IDEAL ANGEL**", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), therefor containing several self contained Flats, garages, Carparking spaces and other spaces therein.

B. **AND WHEREAS** The Property is earmarked for the purpose of building a residential- multi-storied apartment/building and car parking spaces and the said project shall be known as "**IDEAL ANGEL**", ("Said Building"). The development of the Said Projects known as '**IDEAL ANGEL**', under construction or to be construed, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

- C. The Vendor and the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the title, title of the Vendor and the Developer to the project is to be constructed in the said project.
- D. The Vendor and the Developer have duly intimated to the South Dum Dum Municipality about commencement of construction of the Project vide its letter dated 05-08-2019.
- E. The Vendor and the Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Project (including for the Said Apartment and undertakes that it shall not make any changes to approved plans of the Projects except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Vendor and the Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.
- G. The Purchaser/Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted Residential Apartment (_____) square feet, more or less, and corresponding built-up area _____ (.....) square feet, more or less, being more particularly described in **Third Schedule** below and the layout of the apartment is delineated in RED colour on the Plan annexed hereto and marked as Annexure "A" ("Said Apartment") known as '**IEAL ANGEL**' ("Said Building") together with the right to park in the parking space/s more particularly described in Third Schedule below (Said Parking Space) and together with pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in **FOURTH SCHEDULE** below ("common Areas") and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("Land Share"). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in Second Schedule below (collectively "Said Apartment And Appurtenances").
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Project as disclosed by the Vendor and the Developer are briefly stated below-
- (i) The Property is earmarked for the purpose of building a residential project comprising multi-storied apartment/building and car parking spaces and the said project shall be known as "**IDEAL ANGEL**", ("Said Building"). The development of the Said Projects known as '**IDEAL ANGEL**', with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, being

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- constructed on the Property, constitute the Project in accordance with the provisions of the Act and Rules.
- ii) The Vendor and the Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Property of ALL THAT piece or parcel of bastu land, measuring area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, described in the Second Schedule hereunder written, subject to the necessary permission/sanction being granted by the South Dum Dum Municipality and all other concerned authorities.
- iii) The Purchaser/Allottee agrees that the Vendor and the Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Purchaser/Allottee/s of such apartments/flats and to the exclusion of other Purchaser/Allottee/s in the Project ("Limited Areas And Facilities"). The Purchaser/Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Purchaser/Allottee in the Said Apartment And Appurtenances and as more particularly described in **Third Schedule** hereunder written.
- iv) The Common Areas in the Project that may be usable by the Purchaser/Allottee and other Purchaser/Allottee/son a non-exclusive basis are listed in **Fourth Schedule** hereunder written.
- v) The Purchaser/Allottee agrees and accepts that the exact location and identification of the Said Parking Space (if any) may be finalized by the Vendor and the Developer only upon completion of the Project in all respects.
- vi) The Vendor and the Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the South Dum Dum Municipality and all other concerned authorities, and construct additional built-up area - (i) by way of additional apartments and/or additional floors on the Said Building. For the purpose aforesaid, the Vendor and the Developer will be entitled to amend and/or alter or revised the building plan in respect of the Said Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Purchaser/Allottee hereby irrevocably agrees and gives his/her/its express consent to the Vendor and the Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to

put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Purchaser/Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Purchaser/Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Vendor and the Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. The Purchaser/Allottee hereby agrees to give all facilities and co-operation as the Vendor and the Developer may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Vendor and the Developer to complete the development smoothly and in the manner determined by the Vendor and the Developer. It is expressly agreed by the Parties that the Vendor and the Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Vendor and the Developer as aforesaid.

- (vii) The Purchaser/Allottee agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Vendor and the Developer and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Vendor and the Developer is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample Apartment, other than as expressly agreed by the Vendor and the Developer under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned building plan and the same may differ from the height of the sample apartment/flat constructed by the Vendor and the Developer.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor and the Developer hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in **Second Schedule**.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor and the Developer agrees to sell to the Purchaser/Allottee/ and the Purchaser/Allottee

hereby agrees to purchase, the Said Apartment And Appurtenances, described in **Third Schedule** below.

1.2 The Total Price payable for the Said Flat/Apartment And Appurtenances is more particularly mentioned in the **Third Schedule** hereunder written.

Explanation:

- (i) The Total Price includes the booking amount paid by the Purchaser/Allottee to the Vendor and the Developer towards the Said Apartment And Appurtenances.
- (ii) In addition to the Total Price, the Purchaser/Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of G.S.T., and all other levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including G.S.T. and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Purchaser/Allottee alone and the Vendor and the Developer shall not be liable to bear or pay the same or any part thereof;

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

- (iii) The Vendor and the Developer shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated above and the Purchaser/Allottee shall make payment demanded by the Vendor and the Developer within the time and in the manner specified therein. In addition, the Vendor and the Developer shall provide to the Purchaser/Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
- 1.3 The Total Price is escalation-free, save and except escalations/increases which the Purchaser/Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local

Bodies/Government from time to time. The Vendor and the Developer undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Vendor and the Developer shall enclose the said notification/ order/ rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Purchaser/Allottee.

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

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Purchaser/Allottee, the Vendor and the Developer shall demand additional amount from the Purchaser/Allottee towards the Total Price, which shall be payable by the Purchaser/Allottee prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Vendor and the Developer/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

- 1.8 Subject to Clause 9.3 of this Agreement, the Vendor and the Developer agrees and acknowledges that the Purchaser/Allottee shall have the following rights to the Said Apartment And Appurtenances:
- (i) The Purchaser/Allottee shall have exclusive ownership of the Said Apartment.
 - (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas of the Project (described in **Fourth Schedule** below). Since the share/interest of the Purchaser/Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas of the Project along with other occupants/Purchaser/Allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor and the Developer shall hand over the Common Areas of the Project (described in **Fourth Schedule**) to the association of Purchaser/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
 - (iv) The Purchaser/Allottees has the right to visit the Project site to assess the extent of development of the Project and his/her apartment, subject to prior consent of the Project engineer/Manager/site incharge and complying with all safety measures while visiting the site.
- 1.9 It is made clear by the Vendor and the Developer and the Purchaser/Allottee agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit. It is clarified that the Project's facilities shall be available for use and enjoyment of the Purchaser/Allottees as expressly mentioned in this Agreement.
- 1.10 The Vendor and the Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/Allottees, which it has collected from the Purchaser/Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendor and the Developer fails to pay all or any of the outgoings collected by it from the Purchaser/Allottees or any liability, mortgage

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

2. **PAYMENTS:**

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

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

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

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

- 3.1. The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Vendor and the Developer with such permission, approvals which would enable the Vendor and the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Vendor and the Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Purchaser/Allottee shall keep the Vendor and the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Vendor and the Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor and the Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the

Vendor and the Developer shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

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

6. **CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

6.1 The Purchaser/Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Vendor and the Developer. The Vendor and the Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Vendor and the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/ modification in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Vendor and the Developer shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendor and the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendor and the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Seventh Schedule** of this Agreement.

6.2 The Purchaser/Allottee agrees, accepts and confirms that the Vendor and the Developer is entitled to the rights and entitlements in this Agreement including as stated in this Clause in accordance with what is stated at Recitals hereinabove.

6.2.1 The Vendor and the Developer has informed the Purchaser/Allottee that all the expenses and charges as described in the common expenses hereunder and the Purchaser/Allottee along with other Purchaser/Allottee/s of flats/units/apartments in the Said Building shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/Allottee of flats/units/apartments in the building including the Purchaser/Allottee/s herein and the proportion to be paid by the Purchaser/Allottee shall be determined by the Vendor and the Developer or the Association of the Purchaser/Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.

6.2.2 The Purchaser/Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Project (specified in **Fourth Schedule**) and the Whole Project Included Amenities (specified in **Fourth Schedule** below) in common with other Purchaser/Allottee/s and users in the Project and the Whole Project and the Vendor and the Developer and its contractors, workmen, agents, employees, personnel and consultants. The Purchaser/Allottee is also aware that the Vendor and the Developer shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Vendor and the Developer may in its sole discretion deem fit including the Purchaser/Allottees/occupants of the Other Residential Component shall not be available to the Purchaser/Allottee or any other Purchaser/Allottees/occupants of apartments/flats in the building.

7. **POSSESSION OF THE APARTMENT:**

7.1. Schedule for possession of the Said Apartment - The Vendor and the Developer agrees and understands that timely delivery of possession of the Said Apartment to the Purchaser/Allottee and the Common Areas of the Project to the association of Purchaser/Allottees (upon its formation and registration) is the essence of the Agreement. The Vendor and the Developer assures to hand over possession of the Said Apartment, described in the **Third Schedule** below along with ready and complete Common Areas of the Project as specified in the **Fourth Schedule** below with all specifications (as provided in **Seventh Schedule** below) in place on or before of the said building unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Vendor and the Developer shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Vendor and the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor

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and the Developer and the developer shall refund to the Purchaser/Allottee the entire amount received by the developer from the allotment within **45 days from that date**. The Vendor and the Developer/developer shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendor and the Developer and that the Vendor and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. The Possession Date has been accepted by the Purchaser/Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Purchaser/Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Purchaser/Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

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

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7.4. **Possession by the Purchaser/Allottee** - After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Project to the Purchaser/Allottees, it shall be the responsibility of the Vendor and the Developer to hand over the necessary documents and plans, including Common Areas of the Project (as specified in **Fourth Schedule** below), to the association of Purchaser/Allottees, upon its formation and registration;

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

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

7.6. **Compensation** - The Owner shall compensate the Purchaser/Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Vendor and the Developer fails to complete or is unable to give possession of the Said Apartment (i) in

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

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

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

- (i) The Vendor and the Developer have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the landed Property for the Project.
- (ii) The Vendor and the Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the building.
- (iii) There are no encumbrances upon the said land as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land.
- (v) Required approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Project and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Apartment, the Said Building and Common Areas of the Project till the date of handing over of the Project to the association of Purchasers/allottes.
- (vi) The Vendor and the Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
- (vii) The Vendor and the Developer have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;

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- (viii) The Vendor and the Developer confirms that the Vendor and the Developer is not restricted in any manner whatsoever from selling the Said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor and the Developer shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Purchaser/Allottee and the Common Areas of the Building to the association of Purchaser/Allottees, upon the same being formed and registered;
- (x) The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the building;
- (xi) The Vendor and the Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the said building;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon the Vendor and the Developer in respect of the Project.

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

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

- (i) Vendor and the Developer fails to provide ready to move in possession of the Apartment to the Purchaser/Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Seventh Schedule** of this Agreement, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Vendor and the Developer business as a Vendor and the 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 Vendor and the Developer under the conditions listed above, Purchaser/Allottee is entitled to the following:

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

Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Purchaser/Allottee:

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

MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

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

12. DEFECT LIABILITY:

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

12.2 It is clarified that the Vendor and the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/Allottee and/or any other Purchaser/Allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser/Allottee and/or any other Purchaser/Allottee/person in the building. The Purchaser/Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction

Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Purchaser/Allottee:

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

MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

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

DEFECT LIABILITY:

1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor and the Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor and the Developer within a period of 5 (five) years by the Purchaser/Allottee from the date of obtaining the completion certificate, it shall be the duty of the Vendor and the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor and the Developer's failure to rectify such defects within such time, the aggrieved Purchaser/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
2. It is clarified that the Vendor and the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/Allottee and/or any other Purchaser/Allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser/Allottee and/or any other Purchaser/Allottee/person in the building. The Purchaser/Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction

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of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Vendor and the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Purchaser/Allottee and/or the association of Purchaser/Allottees shall have no claim(s) of whatsoever nature against the Vendor and the Developer in this regard

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

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

14. **USAGE:**

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

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

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

15.2. The Purchaser/Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the building therein or Common Areas. The Purchaser/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows

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or carry out any change in the exterior elevation or design. Further the Purchaser/ Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any material in the common passages or staircase of the Said Building. The Purchaser/Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

3. The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and the Developer and thereafter the association of Purchaser/Allottees and/or maintenance agency appointed by association of Purchaser/Allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
4. In addition to the aforesaid, the Purchaser/Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Eight Schedule** below.

6. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

7. **ADDITIONAL CONSTRUCTIONS:**

The Vendor and the Developer 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 and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

8. **VENDOR AND THE DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT:**

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

20. **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/Allottee by the Vendor and the Developer does not create a binding obligation on the part of the Vendor and the Developer or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when

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

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

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

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

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

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

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

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

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

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

29. **NOTICES:**

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

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

30. **JOINT PURCHASER/ALLOTTEES:**

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

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of bastu land measuring area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, butted and bounded:—

ON THE NORTH	:	Haripada Das & Others;
ON THE SOUTH	:	Monoranjan Laha;
ON THE EAST	:	12'-0" wide Municipal Road;
ON THE WEST	:	Mohan Sether Jhil.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT proposed Multi-storeyed brick-built messuage tenement hereditament and premises and/or building **TOGETHER WITH** the a piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "IDEAL ANGEL" containing area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, butted and bounded:-

- ON THE NORTH : Haripada Das & Others;
- ON THE SOUTH : Monoranjan Laha;
- ON THE EAST : 12'-0" wide Municipal Road;
- ON THE WEST : Mohan Sether Jhil.

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

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

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

As contained in the building known as "IDEAL ANGEL", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), morefully and particularly described in the SECOND SCHEDULE hereinabove written, **TOGETHERWITH** undivided proportionate share of land and building morefully and particularly described in the SECOND SCHEDULE hereinabove written, **TOGETHERWITH** common facilities right over the passage, main entrance, stair, landing etc. morefully and particularly described in the FOURTH SCHEDULE hereunder written, **TOGETHERWITH** the expenses for maintaining and repairing the main structure of the building morefully and particularly described in the FIFTH SCHEDULE hereunder written, **TOGETHERWITH**

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several restrictions mentioned in the SIXTH SCHEDULE hereunder written.

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

PAYMENT PLAN/PAYMENT SCHEDULE

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

(Payment Plan/Payment Schedule)

Sl.	Payment Schedule	Amount
1	On Application	Rs.1,00,000/- + Applicable Tax
2.	Allotment of Said Apartment	10 % of total consideration +Applicable Tax (inclusive of Application Money)
3.	On execution of Agreement	10 % of total consideration +Applicable Tax
4.	On completion of foundation	10 % of total consideration +Applicable Tax
5.	On Ground floor roof casting	10 % of total consideration +Applicable Tax
6.	On First floor roof casting	10 % of total consideration +Applicable Tax
7.	On Second floor roof casting	10 % of total consideration +Applicable Tax
8.	On Third floor roof casting	10 % of total consideration +Applicable Tax
9.	On Fourth floor roof casting	10 % of total consideration +Applicable Tax
10.	On completion of brick work & POP	10 % of total consideration +Applicable Tax
11.	On offer of possession	10 % of total consideration +Applicable Tax
(e)	In addition to the total consideration mentioned as aforesaid the purchasers/allottee shall pay a sum of Rs. _____/- (Rupees) only further towards proportionate cost for arrangements for CCTV, lift, 24 hours water supply and to obtained Electricity connection from the CESC Ltd, (collectively Extras) with GST and other Taxes, and the purchaser/allottee also pay for their individual electricity connection/meter which will be assed by the CESC authorities.	
f)	The Purchaser/Allottee will bear all cost and expenses for registering the deed of conveyance for the said flat as will be prepared by the Advocate of the Vendor and the Developer herein.	

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

SIGNED AND DELIVERED
BY THE VENDOR AT KOLKATA
IN THE PRESENCE OF:

1.

as constituted attorney on behalf of
Smt. Sikha Shaw
SMT. SIKHA SHAW
...VENDOR /FIRST PART

2.

unt

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SIGNED AND ACCEPTED
BY THE PURCHASER/ALLOTTEE
AT KOLKATA
IN THE PRESENCE OF:

1.

1) MR.....

2.

2) MRS.
...PURCHASESRS/AALLOTTEESECOND PART

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unt
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2.28

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

1.

POROSHPATHOR REALCON PVT. LTD
Represented by its Director
SRI SUSANTA SUR ROY
...DEVELOPER/THIRD PART

2.

Drafted By :

Mr. Manik Lal De
Advocate,
High Court, Calcutta.
WB/632/1988.

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