

**DRAFT**

**AGREEMENT FOR SALE**

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

**By and Between**

**"M/S GREEN SQUARE PROJECTS" PAN.** AAOFG4084A a partnership firm registered under the Partnership Act, 1932 having its principal place of business at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas , represented by its Authorised Partners (1) **SRI PRADIP CHANDRA KAR, PAN.** AEKPK3929C, son of Late Gopal Chandra Kar, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 31/1, Bagha Jatin Road, P.O. Baranagar, P.S. Baranagar, Kolkata - 700036, District - North 24 Parganas, AADHAAR No. 877202773603, Mobile No. 9830248715, & (2) **SMT ANITA GUPTA, PAN.** AEWPK6197E, wife of Sri Rakesh Kumar Gupta, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, AADHAAR No. 958287290956, Mobile No. 9163872240 , hereinafter referred to as the **"OWNER/VENDOR/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 its heirs, executors and administrators of the last surviving partner and their assigns.

**AND**

Mr. / Ms. \_\_\_\_\_,(PAN \_\_\_\_\_), son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ P.O.\_\_\_\_\_,P.S.\_\_\_\_\_, Kolkata \_\_\_\_\_,District-.....,(Aadhaar no. \_\_\_\_\_), Mobile No....., hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall herein after collectively be referred to as the "parties" and individually as a "party".

**WHEREAS****A. i) Ownership of Sisir Kumar Dawn :**

One Sisir Kumar Dawn, seized possessed and sufficiently entitled of Premises No. 21 Bhattacharjee Para Road, Police Station Baranagar, Mouza Palpara, J.L. No. 07, District 24 Parganas, admeasuring **10 Cottah 07 Chittak 16 Square feet** more or less (**"SAID PREMISES"**) along with other plots of land.

**ii) Demise of Sisir Kumar Dawn :**

Said Sisir Kumar Dawn died intestate on 09-05-1942 leaving behind his widow, Angur Bala Dawn and his son, Samir Kumar Dawn as his legal heirs and successors of all the estate left behind by Sisir Kumar Dawn, since deceased.

**iii) Rename of said Land:**

The said Premises was renumbered and came to known as 1, Sisir Kumar Dawn Road, within local limit of Baranagar Municipality.

**iv) Ownership of Messrs Calcutta National Chemical Industries Private Limited :**

By virtue of a Deed of Conveyance dated 28-05-1986 said Angur Bala Dawn and Samir Kumar Dawn jointly sold transferred and conveyed ALL THAT piece and parcel of land together with the structure standing thereupon measuring about 02 Cottah 43 Square feet more or less out of the said Premises, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, District North 24 Parganas unto and infavour of Messrs Calcutta National Chemical Industries Private Limited, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.D.S.R. Cossipur-Dum Dum, North 24 Parganas and recorded in Book No. I, Volume No. 44 Pages 125 to 134 Being No. 2418 for the year 1986.

**v) Lease to Messrs Calcutta National Chemical Industries Private Limited :**

By virtue of a lease deed dated 26-11-1993 said Angur Bala Dawn and Samir Kumar Dawn jointly granted lease and/or demised ALL THAT piece and parcel of land measuring about 08 Cottah 06 Chittak 18 Square feet more or less together with the structure standing thereupon, being the retained/ remaining portion of the said Premises, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, District North 24

Parganas, unto and in favour of Messrs Calcutta National Chemical Industries Private Limited, for the Term of 21 years and rent as reserved / contained therein. The said Deed was duly registered in the office of A.D.S.R. Cossipur-Dum Dum, North 24 Parganas and recorded in Book No. I, Volume No. 169 Pages 254 to 266 Being No. 6387 for the year 1993.

**vi) Surrender of Lease by Messrs Calcutta National Chemical Industries Private Limited :**

By virtue of a Deed of Surrender of Lease dated 10-09-2008 said Messrs Calcutta National Chemical Industries Private Limited, surrendered / determined the lease dated 26-11-1993 in respect of ALL THAT piece and parcel of land measuring about 08 Cottah 06 Chittak 18 Square feet more or less together with the structure standing thereupon, being the retained/ remaining portion of the said Premises, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, District North 24 Parganas, for the remaining tenure/ term and hand over the possession to Angur Bala Dawn and Samir Kumar Dawn. The said Deed was duly registered in the office of A.R.A.-II, Kolkata and recorded in Book No. I, C.D. Volume No. 18 Pages 9477 to 9486, Being No. 08935 for the year 2009.

**vii) First Ownership of M/s Simran Vyapaar Private Limited :**

By Virtue of a Deed of Conveyance dated 10-09-2008 said Angur Bala Dawn and Samir Kumar Dawn jointly sold transferred and conveyed ALL THAT piece and parcel of land measuring about 08 Cottah 06 Chittak 18 Square feet more or less together with the structure standing thereupon, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036, unto and in favour M/s Simran Vyapaar Private Limited, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.R.A.-II, Kolkata and recorded in Book No. I, C.D. Volume No. 18 Pages 9462 to 9476 Being No. 08934 for the year 2009.

**viii) Second Ownership of M/s Simran Vyapaar Private Limited :**

By virtue of a Deed of Conveyance dated 29-09-2008 said Messrs Calcutta National Chemical Industries Private Limited sold transferred and conveyed ALL THAT piece and parcel of land together with the structure standing thereupon measuring about 02 Cottah 43 Square

feet more or less, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036, unto and in favour M/s Simran Vyapaar Private Limited, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.R.A.-II, Kolkata and recorded in Book No. I, C.D. Volume No. 18 Pages 9448 to 9461 Being No. 08946 for the year 2009.

**ix) Absolute ownership of M/s Simran Vyapaar Private Limited :**

By virtue of the aforesaid two Deeds of Conveyance as Being Nos. 08934 for the year 2009 and 08946 for the year 2009, said M/s Simran Vyapaar Private Limited, became sole and absolute owner of ALL THAT piece parcel of land measuring about 10 Cottah 07 Chittak 16 Square feet more or less together with the structure standing thereupon, lying and situated at premises No. 1, Sisir Kumar Dawn Road (previously known as 21, Bhattacharjee Para Road), Police Station Baranagar, Mouza Palpara, J.L. No. 7, R.S. Khatian Nos. 61, 344, RS. Dag Nos. 458 & 459, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036 (**“SAID PROPERTY”**) which is more fully and particularly mentioned in the Schedule ‘A’.

**x) Mutation at B.L.& L.R.O. :**

Said M/s Simran Vyapaar Private Limited, while seized possessed the said Property as sole and absolute owner, duly mutated its name in the record of B.L.&L.R.O., Block Barrackpur-II, North 24 Parganas at its name was in L.R. Khatian No. 2546 in respect of L.R. Dag Nos. 2951 and 2952, Mouza Palpara, J.L. No. 07, Police Station Baranagar, District North 24 Parganas and paid land rent thereon.

**xi) Conversion of the Said Property :**

Said M/s Simran Vyapaar Private Limited, after recording its name in the records of the B.L.&L.R.O., Block Barrackpur-II, North 24 Parganas duly applied for the changed the nature of use of the said property as per provision of WBLR, Act, 1955 and vide Order dated 15-11-2019 (Memo No. Conversion/2191/1/3/DL& LRO/2019) from the ADM & DL&LRO, North 24 Parganas at Barasat, land use of the said property, comprising L.R. Dag Nos. 2951 & 2952, Mouza Palpara, J.L. No. 7, was changed to “HOUSING COMPLEX”.

**xii) Ownership of M/s Green Square Projects:**

By virtue of a Deed of Conveyance dated 08-12-2018 said M/s Simran Vyapaar Pvt. Ltd. sold transferred and conveyed ALL THAT piece parcel of land measuring about 10 Cottah 07 Chittak 16 Square feet more or less together with the structure standing thereupon, lying and situated at premises No. 1, Sisir Kumar Dawn Road (previously known as 21, Bhattarcharjee Para Road), Police Station Baranagar, Mouza Palpara, J.L. No. 7, L.R. Khatian No. 2546, L.R. Dag Nos. 2951 & 2952, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036, being the 'Said Property' unto and in favour of M/s Green Square Projects, a partnership firm having its principal place of business at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.R.A.-IV, Kolkata and recorded in Book No. I, C.D. Volume No. 1904-2018, Pages 495037 to 495067, Being No. 190412771 for the year 2018.

**xiii) Mutation at Baranagar Municipality:**

Said M/s Green Square Projects, while seized possessed the said Property as sole and absolute owner duly mutated its name in the records of Baranagar Municipality and vide letter bearing No. M/000780 dated 26-09-2019 issued from the Baranagar Municipal Office certifying that the said property comprising 1, Sisir Kumar Dawn Road have been mutated in the name of M/s Green Square Projects and thereafter said M/s Green Square Projects started paying municipal taxes.

**xiv) Assessment Roll Copy:**

From the Certified True Copy of Assessment Registered of Baranagar Municipality for the year 2020-2021 reflect the land area of Premises No. 1, Sisir Kumar Dawn Road, within in Ward No. 27 is 10 Cottah 07 Chittak 16 Sq. Ft. more or less which tally with the land area of the said property as per Deed of Conveyance dated 08-12-2018 as Being No. 190412771 for the year 2018.

**B. Building Permit :**

Said M/s Green Square Projects with an intention to commercially exploit the said Property duly submitted one building plan, for construction of G+3 Storied building upon the land of the said property and after demolishing the existing structure standing thereon, before the Baranagar Municipality and subsequently the

Baranagar Municipality sanctioned the said building plan vide Building Permit No. PWBS/353/27 dated 16-01-2020.

**C.** The Said Property is earmarked for the purpose of construction, erection and completion of residential building of G+3 storied comprising of several flats/ apartments, car parking spaces and other saleable spaces etc capable of being held and/or enjoy independently of each other. The said project shall be known as **“GREEN ORCHID”**.

**D.** The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/ Promoter regarding the Said Land/ Property on which Project is being constructed;

**E.** The Owner/ Promoter have intimated the Baranagar Municipality Authority on 25/02/2020, for the commencement of construction of the project in accordance with their Building Permit No. PWBS/353/27 dated 16/01/2020;

**F.** The Owner/Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the apartment and/or building as the case may be from Baranagar Municipality Authority. The Owner/Promoter agrees and undertakes that save and except any additional of floor area if permitted by law, it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. If the Plan sanction by the Baranagar Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement, in such event the Apartment Plan of the Allottee should not change to a major extent and also all the common facilities should be available ultimately for which the Owner/Promoter may change the location;

**G.** The Owner/Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_;

**H.** The Allottee had applied for an apartment in the Project vide application dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet (corresponding super build up area ..... sq.ft), type \_\_\_\_\_, on \_\_\_\_\_ floor (**“Flat/Apartment”**) situated on the new G+3 storied building (**“Building”**) under construction upon plot of land measuring about 10 Cottahs 7 Chittacks 16 Sq.ft more or less situated at Premises No.1,

Sisir Kumar Dawn Road (Previously known as 21, Bhattacharjee Para Lane), P.O. & P.S. – Baranagar, Kolkata – 700036, under Mouza Palpara, Touzi No. 1-6, 8-16, J.L. No.7, LR Khatian No. 2546, L. R. Dag Nos. 2951 & 2952, Holding No. 994, within local limit of Ward No. 27 of the Baranagar Municipality, District – 24 Parganas (North) together with \_\_\_ Numbers of covered parking Identified as no. \_\_\_\_\_ admeasuring about carpet area of \_\_\_\_\_ square feet of each car parking space, for parking a medium size car on the ground floor of the said Building Together with the right to use the common areas/ common parts and facilities in common with other allottees with pro rata share in the common areas (“Common Areas & Facilities”) which is mentioned in the **SCHEDULE “E”** hereunder written and/or as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**APARTMENT**” which is more particularly described in **the SCHEDULE B** and the floor plan of the apartment is annexed hereto and marked as **ANNEXURE A**).

**I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

1.1 The Allottee(s) has/have independently examined and verified or caused to be examined and verified, inter alia, the following and has/have fully satisfied himself/herself/themselves about the same;

1.2 The Title of the Owner/Promoter in respect of the Premises;

1.3 The Sanctioned Plans of the Building and further revised Sanctioned Plan;

1.4 The Carpet Area of the Said Apartment; and

1.5 The Specifications and common Portions of the Project.

**J.** The Parties hereby confirm that they are signing this Agreement for Sale 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 Owner/Promoter hereby agrees to sell and the Allottee hereby

agrees to purchase the Apartment and the covered parking (if any) as specified in para **H**.

**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. Definitions:**

For the purpose of this Agreement for sale, unless the context otherwise requires:

- a) **“Act”** mean the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 208 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.

**2. TERMS:**

2.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para **H, more fully mentioned in the SCHEDULE “B”**.

2.2 The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per detail mentioned in SCHEDULE ‘C’ written herein after (**“Total Price”**).



2.3 The Total Price has been arrived at in the following manner:

| <b>Apartment No. _____, Floor _____, Type: _____</b> |   |                           |
|--|---|---------------------------|
| <b>Sl. No.</b>                                       | <b>Description</b>  | <b>Amount (in Rupees)</b> |
| <b>A.</b>  | (a) Cost of Unit/ Apartment,<br>(b) Cost of Exclusive Balcony/<br>Varanda<br>(c) Proportionate cost of<br>common areas and facilities<br>with common fixtures and<br>fittings   | Rs. _____/-               |
| <b>B.</b>  | (a) Covered independent<br>Parking/ Covered dependent<br>Parking  | (a) Rs. _____/-           |
| <b>C.</b>  | (a) Contribution for becoming<br>Member of the Association.<br>(b) Legal/ documentation<br>Charges per Apartment.<br>Documentation charges<br>exclude registration /<br>commissioning charges,<br>stamp duty and registration<br>fees, which shall be paid<br>extra by the Allottees at<br>actuals. | (a) Rs. _____/-           |
|  |   | (b) Rs. _____/-           |
|  | Sub-Total   | Rs. _____/-               |
| <b>D.</b>  | Total GST (Goods and<br>Service Tax, as applicable<br>rate)   | Rs. _____/-               |
|  | <b>Total Price (A + B+C+D)</b>  | Rs. _____                 |

2.3.1 In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Owner/Promoter as per payment schedule:

- (a) Cost of Electric Meter;

- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation.
- (d) The Interest Free advance for common area maintenance charges for six months after handover of the possession and which have been calculated @ Rs.\_\_\_\_/- per square feet based on the super built area of the apartment and shall be payable at the time of possession

**EXPLANATION:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Owner/Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/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 Owner/Promoter, by whatever name called up to the date of handing over the possession of the 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, the subsequent amount payable by the allottee to the Owner/promoter shall be increased/reduced based on such change / modification;

Provided further that if increase in the taxes after the expiry of the Scheduled date of the 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.

- (iii) The Owner/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 Owner/promoter within the time and in the manner specified therein. In addition, the Owner/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 Apartment includes recovery of price of land, construction of not only the apartment but also of the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection & fire fighting equipment in the common areas, maintenance charges as per Clause 12, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the project.

2.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner/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 Owner/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.

2.5 The Allottee(s) shall make the payment as per the payment plan set out in Part-II of **SCHEDULE 'C'** ("Payment Plan").

2.6 The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @\_\_\_% per annum for the period by which the respective instalment has been prepared. 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 Owner/Promoter.

2.7 It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings as described in **SCHEDULE "D"** and common areas/parts and facilities/amenities described herein at **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, building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Owner/Promoter may 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.

2.7 The Owner/Promoter shall confirm to the final carpet area & corresponding super build up area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate or such other certificate by whatever name called issued by the competent authority is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area & corresponding super build up area. The total price payable for the carpet area & corresponding super build up area shall be recalculated upon confirmation by the Owner/Promoter. If there is reduction in the carpet area & super build up area then the Owner/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 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 Owner/Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Part-II of **SCHEDULE 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 2.2 of this Agreement.

2.8 Subject to para 10.3 the Owner/Promoter agrees and acknowledges the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive Ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas/ Common Parts and facilities. Since the share interest of Allottee in the Common Areas/ Common Parts and facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas/ Common Parts and facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Owner/promoter shall hand over the Common Areas/ Common Parts and facilities to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the common areas/ common parts and facilities

shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas/ common parts and facilities to the Association of Allottees as provided in the Act and the proportionate share of the Allottee in the land and also in the common areas/ common parts and facilities will always be variable.

(iii) The allottees of the apartments of each of the buildings within the Project shall use in common with other allottees, the common areas/ common parts and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

(iv) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, Electrical Connectivity to the apartment , Lift , Water Line and Plumbing , Finishing with paint, marbles, Tiles, Doors, Windows, fire detection and fire fighting equipment in the common areas maintenance charges as per Clause 12,herein below, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(v) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be. However, the Allottee/s agrees and understands that the Owner/Promoter will be required to make certain arrangements for the Allottee/s' safety and hence the Allottee/s shall give prior written intimation to the Owner/ Promoter for the project site visit.

(vi) The Common Areas/ common parts and facilities shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner/Promoter (without affecting the rights of the Allottees, prejudicially) to accommodate its future plans regarding the Schedule/Said Property and/or the Project and the Allottees hereby accept the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas/ common parts and facilities.

2.9 It is made clear by the Owner/Promoter and the Allottees agrees that the Apartment (along with the covered independent/covered dependent parking) Two wheeler Parking, as the case may be, if any, allotted to the Allottees by the Owner/Promoter and as so mentioned

in the **SCHEDULE “B”** hereto) 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 Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

2.10 The Owner/promoter agrees to pay all out going before transferring the physical possession of the apartment to the allottees, which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal / 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, if availed by the Owner/Promoter, which are related to the project). If the Owner/promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability , mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner/promoter agrees to be liable even after the transfer of the property to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

2.11 The Allottee has paid a sum of Rs, \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Owner/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan **[Part-II of SCHEDULE ‘C’]** as may be demanded by the Owner/Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

### **3. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Owner/Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan [through A/C Payee

cheque/demand draft or online payment (as applicable)] in favour of 'Green Square Projects' payable at Kolkata.

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

4.1 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 Rules and Regulations made there under 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 Owner/Promoter with such permission, approvals which would enable the Owner/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 The Owner/Promoter accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Owner/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 Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **5. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

**6. TIME IS ESSENCE**

(i) The Owner/Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas/ common parts and facilities to the association of the Allottees or the competent authority, as the case may be. If the Owner/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 instalment 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 Part-II of Schedule-C ("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 Owner/Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Owner/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 Owner/Promoter of all the amounts including the dishonour charges of Rs. 1000/- (Rupees One Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Owner/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 Owner/Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Owner/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 Owner/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 Owner/Promoter shall issue the payment receipts in the name of the Allottee only.



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

(i) The Allottee has seen the proposed layout plan, floor plan as shown in Annexure-A, specifications, amenities and facilities of the Apartment as mentioned in the **SCHEDULE "D"** and accepted the floor plan, the Payment Plan and the specifications, amenities and facilities, which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Owner/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 Relevant Laws and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Owner/Promoter shall constitute a material breach of the Agreement.

(ii) Taking into account any extra FAR sanction on account of green building/metro/any other sanctionable provision, the Allottee agrees that the Owner/Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. However the Owner/Promoter can use the FAR only if this project layout is not materially affected and no changes in layout will be permitted in this project without following the provision laid down in the Act. Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said project including the staircases, lifts, entrances, sewerages, drains etc. The Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the land and the common parts and portions.

## **8. POSSESSION OF THE APARTMENT**

**8.1 Schedule for possession of the said Apartment:** The Owner/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas/ common parts and facilities to the association of Allottee or the competent authority as the case may be is the essence of the Agreement. The Owner/Promoter, assures to hand over possession of the Apartment along with ready and complete common areas with all

specification , amenities and facilitates of the project in place on **31-03-2022 (“COMPLETION DATE”)**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project (**“Force Majeure”**). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

8.2 The right of the Allottee shall remain restricted to the respective Apartment and appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

8.3 The construction progress dates provided (if any) are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule but the Promoter and acknowledges that there is likely be delays in the timelines provided but the Promoter assures the Allottee that the Project will be completed within the Completion Date.

#### **8.4 Procedure for taking possession –**

The Owner/Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority or from the Architect/Engineer of the Project shall within a maximum period of fifteen days from such date (the **“NOTICE OF POSSESSION”**) offer in writing the possession of the Apartment, to the Allottees in terms of this Agreement by sending the notice of such offer by speed post/e-

mail calling upon the Allottees to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Allottees. (the “**POSSESSION DATE**”) Provided that the conveyance deed of the Apartment in favor of the Allottees shall be executed and registered by the Owner/Promoter (subject, however, to the Allottees making all payments as mentioned in the SCHEDULE “C” hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Owner/Promoter as per requisition of the Owner/Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Owner/Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Owner/Promoter. The Allottees, 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 occupancy certificate for the Said Project/ from the date of possession of the apartment by the Allottee, which ever is earlier. The Owner/Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Building which consist of inter alia the Said Apartment, as the case may be, to the Allottees at the time of conveyance of the Apartment in favour of the Allottees.

**8.5 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Owner/Promoter as per para 8.4, the Allottee shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 8.4, such Allottee shall continue to be liable to pay maintenance charges as specified in para 8.4.

**8.6 Possession by the Allottee –**

After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority and/or from the Project Architect/ Engineer, and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer 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 i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottees formed in the manner provided in the said Act.

**8.7 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 Owner/promoter, the Owner/promoter herein is entitled to forfeit the booking amount paid for the allotment along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottees. The balance amount of money paid by the Allottee shall be returned by the Owner/ promoter to the Allottee within 45 days of such cancellation.

Upon withdrawal or cancellation of allotment by the Allottees under this Agreement, the Owner/ promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottees will stand cancelled. All rights of the Allottees under any allotment letter issued or this Agreement shall also stand terminated.

**8.8 Compensation** – The Owner/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for the 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 promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 8.1 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 Owner/Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the

Rules including compensation in the manner as provided under the Act, within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Owner/Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Owner/promoter to the Allottee within 45 days of it becoming due.

## **9 REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER**

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

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the said Property; the requisite rights to carry out development upon the said Property and absolute, actual, physical and legal possession of the said Property for the Project;
- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Property or the Project;
- (iv) There are no litigations pending before any Court of law or authority with respect to the said Property, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and Apartment and common areas;
- (vi) The Owner/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 Owner/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 Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

(ix) At the time of execution of the conveyance deed the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas/ Common Parts & facilities to the Association of the Allottees 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 Owner/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 possession of Apartment or Building as the case may be , along with common areas/ common parts & facilities (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

(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 Owner/Promoter in respect of the said Land and/or the Project.

## **10 EVENTS OF DEFAULTS AND CONSEQUENCES**

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

(i) Owner/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in the para 8.1 or fail to complete the project within the stipulated time disclose at the time of registration of the project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specification, amenities and facilities, as agrees to between the parties, and for which occupancy/completion certificate from the competent authority or

such other certificate by whatever name called issued by the competent authority or from the Project Architect/ Engineer.

(ii) Discontinuance of the Owner's/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.

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

(i) Stop making further payments to Owner/ Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/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 Owner/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Owner/promoter to the Allottee within 45 days of it becoming due.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Owner/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Owner/Promoter in this regard, the Promoter make cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid by the allottee by deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the

Owner/promoter and this Agreement shall thereupon stand terminated.

Provided that the Owner/promoter shall intimate and Allottee about such termination at least 30 days prior to such termination.

**11. CONVEYANCE OF THE SAID APARTMENT** The Owner/Promoter, on receipt of Total Price of the Apartment as per para 2.2 under the agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within **3 (three) months** from the date of issuance of the occupancy /completion certificate from the competent authority or such other certificate by whatever name called issued by the competent authority or from the Architect/ Engineer as the case may be, to the Allottee.

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

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

12.1 The Owner/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 or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottees taking over physical possession and/or from the Possession Date, (as mentioned in 8.1 above) whichever is earlier, is payable by the Allottees for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area and/or corresponding super built area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Owner/Promoter and/or the association of Allottees, as the case may be.

**12.2 INTERIM MAINTENANCE PERIOD**

During the interim maintenance period between obtaining of the Occupancy Certificate of the Project and formation of the Association,



the Owner/Promoter shall through itself or through a constitute a committee to run, operate, manage and maintain the Common Areas.

12.2.1. The Owner/Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas/ Common Parts and facility will be required to provide manpower for maintaining the Common Areas/Common Part and facility, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.

12.2.2 The Owner/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 as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottees proportionately for the Apartment.

12.2.3 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

12.2.4. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas/ Common Parts and facility shall during the interim maintenance period shall be framed by the Owner/Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

12.2.5. After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Owner/Promoter, with or without amendments, as may be deemed necessary by the Association.

### **12.3 FORMATION OF ASSOCIATION**

12.3.1 The Owner/Promoter shall, in accordance with Applicable Laws, call upon the respective apartment Owners to form an association (hereinafter referred as the "ASSOCIATION"), and it shall be incumbent upon the Allottees to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottees shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas/Common Parts and facility to the Association, including but not limited to stamp duty and registration costs, if any. The Allottees hereby authorizes the Owner/Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottees shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

12.3.2. Each Apartment/unit in the Project shall represent one share, irrespective of the number of persons owning such Apartment/unit.

Further, in the event an Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottees shall only be entitled to become a member of the Association. In the event that the Allottee/s is/are minor, the local guardian of such minor/s shall become a member of the Association. A tenant or licensee of the Allottees shall not be entitled to become a member of the Association.

12.3.3 Upon formation of the Association, the Owner/Promoter shall handover the Common Areas/Common Parts and facility, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/entered into by the Owner/Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment

and machinery provided by the Owner/Promoter, and the Owner/Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof and the Allottees and the Association shall keep the Owner/Promoter fully safe, harmless and indemnified in respect thereof.

12.3.4 The Allottees acknowledge that they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Owner/Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment Owners or occupiers of the Building and/or the Project.

12.3.5 The Allottees expressly agree and acknowledge that it is obligatory on the part of the Allottees to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or Co-Occupiers in the Project.

12.3.6 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Owner/Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Owner/Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

12.3.7 It has been agreed by the Parties that the Association (s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

### **13. DEFECT LIABILITY**

13.1 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 Owner/Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the

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

13.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Owner/Promoter shall be relieved of its obligations contained herein.

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

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

#### **15. RIGHT OF ALLOTTEE TO USE COMMON AREAS/COMMON PARTS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

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

#### **16. USAGE**

**Use of Service Areas:** The service areas as located within the **GREEN ORCHID**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting equipment's etc. and other permitted

uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

17.1 Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the 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.

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

17.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17.4 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Owner/Promoter to the Allottee and shall not do or suffer to be done anything in or to the

building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

17.5 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Owner/Promoter and/or the Association, and sanction of the same from the concerned statutory authority.

17.6 Name of the Project: Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter herein has decided to have the name of the project **“GREEN ORCHID”** or as decided by the Owner/Promoter and the Owner/Promoter shall further erect or affix Promoter’s name board at suitable places as decided by the Owner/Promoter herein on a building, common portions and areas etc. The Allottees in the said project/ building or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this agreement.

## **18 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

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

## **19 ADDITIONAL CONSTRUCTIONS**

The Owner/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, sanctioned plan and specification, amenities and facilities has been approved by the competent

authority(ies) and disclosed except for as provided in the Act save and except increase in the floors area of the building as agreed or as per the Act.

## **20 OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

## **21 APARTMENT OWNERSHIP ACT**

The Owner/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 and its subsequent amendments and other applicable law in the State of West Bengal. The Owner/Promoter showing compliance of various laws/regulations as applicable in West Bengal.

## **22 BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Promoter. If the Allottee(s) fails to execute and deliver to the Owner/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 Owner/ Promoter, then the Owner/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.

**23 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/ building, as the case may be.

**24 RIGHT TO AMEND**

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

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

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

**26 WAIVER NOT A LIMITATION TO ENFORCE**

26.1 The Owner/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 (**Part-II of 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 Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottees.

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

**27 SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent



necessary to confirm 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.

## **28 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

## **29 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.

## **30 PLACE OF EXECUTION**

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

## **31 NOTICES**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s Green Square Projects

211, B. T. Road, P.O. & P.S. Baranagar,  
Kolkata - 700 036, District - North 24 Parganas

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 Owner/promoter or the Allottee, as the case may be.

### **32 JOINT ALLOTTEES**

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

### **33 SAVINGS :**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the apartment / salable space in the building as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment or salable space in the 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.

### **34 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 Regulation made thereunder including other applicable laws of India for the time being in force.

### **35 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 with its subsequent amendments.

**36** The Owner/Promoter will execute a registered Deed of Conveyance in favour of the Allottee/s on receipt of the full consideration money before possession or execution of Conveyance Deed.

**37 ADDITIONAL DEFINITIONS:**

In this Agreement, the words put in brackets and in bold print define the word, phrase and expression immediately preceding.

**38. OTHER TERMS AND CONDITIONS AND MUTUAL COVENANTS:**

1. That the Ld. Advocate of the Owner/ Promoter shall prepare Draft and Final Conveyance Deed and handed over the same to the Allottee/s for his/her/their approval and Deed of Conveyance will be registered at the cost of the Allottee/s.
2. That the Allottee/s had already received the copies of the necessary documents in respect of the aforesaid flat/ apartment and/or the said Property and the Allottee/s being satisfied on inspection of the same and after making necessary searches in respect of flat/ apartment and/or the said Property at concern 38authority/ departments, have intended to Purchase the said apartment.
3. The common area and common part & facilities are fully described in **SCHEDULE E** herein below.
4. That the agreement shall not create to the Allottee /s, any right, title or interest over the said flat and the Allottee /s shall not be given possession by these present of the said flat/apartment with or without car parking until the entire consideration money is paid to the Owner/ Promoter by the Allottee /s and as such the agreement for sale is made without delivery of possession to the Allottee /s.

**39. OBLIGATION , COVENANTS OF ALLOTTEE /S:**

- I) That the Allottee /s shall be liable to pay to the Owner/Promoter the contribution, portion to the floor area of the said flat/ apartment towards payment of Municipal rates and taxes after getting possession of the said flat/apartment till the said flat/apartment mutated in the name of the Allottee /s. The Allottee /s shall also be liable to bear proportionate charges along with other flat/apartment owners for repairs, maintenances and replacement for the common area/ common parts and facilities.
- II) The Allottee's shall pay the proportionate amount for enjoying electrical energy as per their consumption as per the sub-meter reading to the Owner/Promoter till the instalment of the new meter in his/her own name. The Owner/ Promoter make

arrangement for installation of new meter in the name of Allottee's at the cost of Allottee's.

- III) That the Allottee /s shall pay the proportionate maintenance and other common charges of the flat/apartment to be purchased by the Allottee from the date of taking possession of the said flat/apartment by the Allottee, to be paid to the Owner/Promoter till formation of the association of the building of all co-owners.
- IV) Allottee /s shall not make any obstruction in constructional work of the building in any manner whatsoever.

**40. OBLIGATION , COVENANTS OF OWNER / PROMOTER:**

- i. That Owners will construct the aforesaid flat as per specification of works as given in **SCHEDULE D** herein below.
- ii. Owner/Promoter shall always make out a good and marketable title to the aforesaid property which is fully described in the **SCHEDULE A** herein below to the reasonable satisfaction of the Allottee /s.

**41. DECLARATION:**

The additional terms and conditions as per the contractual understanding between the parties are captured herein above. However, it has been ensured that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder. If any clause in the agreement is contradictory to the Act and Rules and Regulations made thereunder, the provisions as per the Act will be valid.

**SCHEDULE 'A' ABOVE REFERRED TO:**

**(SAID PROPERTY/ SAID PREMISES)**

**ALL THAT** piece and parcel of Bastu land area measuring about 10 Cottahs 7 Chittacks 16 Sq.ft more or less lying and situated at Premises No.1, Sisir Kumar Dawn Road, P.O. & P.S. – Baranagar, Kolkata – 700036, under Mouza Palpara, Touzi No. 1-6, 8-16, J.L. No.7, LR Khatian No. 2546, L. R. Dag No.2951 & 2952 under the Baranagar Municipality Holding No. 994 Ward No. 27, District – 24 Parganas (North), which is butted and bounded in the following manner :-

On the North : 16 feet wide Sisir Kumar Dawn Road & Common Passage.

- On the South : Srilal Apartment, 22/1, Bhattacharya Para Lane,  
 On the East : 26, S. K. Dawn Road.  
 On the West : 1/2B, S.K. Dawn Road.

**SCHEDULE 'B' ABOVE REFERRED TO:**

**PART-I**

**(APARTMENT/FLAT)**

**ALL THAT** one self contained flat measuring about \_\_\_\_\_ square feet more or less of carpet area (corresponding super build up area ..... sq.ft), on the .....floor, Flat No. ...., Type \_\_\_\_\_ of the building named "GREEN ORCHID", consisting of .... bed rooms, 1 kitchen, dining, 2 privy and bath and one/ two balcony, which is demarcated in the plan attached hereto and marked as **ANNEXURE "A"** ALONG WITH undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the Said Property TOGETHER WITH common rights in the common areas and facilities of the said building/ Project.

**PART II**

**(CAR PARKING)**

**ALL THAT** \_\_\_\_ number(s) Covered Car Parking space(s) being No(s). \_\_\_\_\_, measuring about \_\_\_\_\_ square feet more or less (having cemented flooring) on the **Ground** floor of the building named "Green Orchid" lying and situated at premises no. 1, Sisir Kumar Dawn Road, P.O. & P.S. – Baranagar, Kolkata – 700036, District – 24 Parganas (North).

**SCHEDULE 'C' ABOVE REFERRED TO:**

**Part-I**

**(Total Price)**

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the Apartment and Parking Space, if any, to be paid by the Allottees to the Owner/Promoter in the manner as mentioned in Part — II below. This excludes Extras and Interest free deposits.

**Part-II**  
**(PAYMENT PLAN)**

| <b>Instalment No.</b> | <b>Payment Stage</b>                        | <b>Percentage</b>  |
|-----------------------|---|--|
| 1                     | On Booking                                  | Rs. _____/-  |
| 2                     | On Sale Agreement (within ___ days)         | 20% minus Rs _____/- (booking money) + Taxes as applicable |
| 3                     | On commencement of Ground floor Casting     | 15% + Taxes as applicable                                  |
| 4                     | On commencement of 1st floor casting        | 10% + Taxes as applicable                                  |
| 5                     | On commencement of 2nd floor casting        | 10% + Taxes as applicable                                  |
| 6                     | On commencement of 3rd floor casting        | 10%+ 50 % of Extra Charges + Taxes as applicable           |
| 7                     | On commencement of Brick work               | 10% + Taxes as applicable                                  |
| 8                     | On commencement of Flooring                 | 10% + balance 50% of Extra Charges + Taxes as applicable   |
| 9                     | On commencement of fittings and other works | 10% + Taxes as applicable                                  |
| 10                    | On Possession                               | 5% + 100% of legal fees + Taxes as applicable              |

**Extra & Deposits:**

- 1) Maintenance Charges : Rs.\_\_\_\_/- per sq.ft. of built up area of the UNIT X 6 (for six month after handover)
- 2) Legal & Registry processing charges: Rs. \_\_\_\_\_/- (lump sum)
- 3) Association formation charge: Rs. \_\_\_\_\_/- (lump sum)

**Other Terms & Conditions:**

- ii) CESC meter: On actual,
- iii) GST: As per applicable rate(s).

**SCHEDULE 'D' ABOVE REFERRED TO:**

**(Specification, Amenities, Facilities of the Apartment)**

**Each flat contained :**

- a) Structure : RCC Foundation and framed Structure for Ground + 3 floors.
- b) Walls : Outer walls 8" thick, between two flats 5" thick walls and inner walls 3"/5" thick. Internal wall finish with Putty. External wall finish with weather coat paint.
- c) Floors : Quality vitrified tiles flooring except in bathroom. Skirting up to 4" height.
- d) Windows : Anodized Aluminium sliding windows, Glass shutters.
- e) Doors : Sal wooden frames with flush doors.
- f) Sanitation : Ceramics tiles up to door height. Antiskid ceramic tiles on floor, Sanitary fittings of reputed brand. Concealed pipe line.
- g) Kitchen: Granite platform, S.S. Sink, Cladding tiles up to 2ft. above kitchen platform. Provision for Exhaust Fan / Chimney.
- h) Electrical : A.C. point in each bed room. Geyser point in one bathroom. Branded quality electrical modular switches. Provision for TV point in drawing room. Concealed copper wiring.
- i) Water System : Deep tube well and Municipality water shall be provided. Overhead water storage at roof. Water filter system will be installed.

- j) Lift : Reputed Company will construct Lift facility.  
Not to carry goods in the lift

The said Allottee according to the discussion between Allottee and Owner/Promoter shall pay extra cost of any work like extra AC Point, Geyser Point, Bunker/Loft, extra Electric line, extra Fittings, Water line, Collapsible gate etc.

**SCHEDULE 'E' ABOVE REFERRED TO:**  
**(Specification, Amenities, Facilities of the Project)**  
**(Common Areas/ Common Parts & facilities)**

1. Foundation beams, vertical and lateral supports main walls, common walls, boundary walls and main entrance gate of the building.
2. Main gate of the premises and common passage.
3. Installation of common service viz. electricity, water pipes, sewerages, rain water pipes, overhead water tank.
4. Septic tank on the ground floor for use of all Apartment owner of the building.
5. Common staircase, landing, spaces lobbies and proportionate roof right etc.
6. Lighting in the common space, passage, staircase including fixture and fittings.
7. Common electric meter installations.
8. All open to sky space surrounding the said building.
9. Municipal Tap water.
10. Space for meter board and switches.
11. Lift, Lift room.
12. Filtered Water Supply
13. Security Room.
14. CCTV Surveillance .
15. Common Toilet for Servants / Drivers at ground floor, if any.
16. Fire extinguisher machine in common corridor.



17. All other parts or the said building necessary for its existence maintenance and safety for normally in common use of the owners in the respective Apartment.

**SCHEDULE "F" ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. All costs of maintenance, operation, replacing white washing, painting, re-building, re-construction, re-decoration and lighting the common pans.
2. All charges and deposit for supplies common utilities of the all flats or apartment owners.
3. Municipal taxes and other outgoing taxes.
4. All other expenses and outgoing as incurred for the purpose of aforesaid deemed by the assignee to be necessary or incidental to the common purpose, maintenance cost will be notified after possession of the Apartment.
5. The Owner/Promoter shall not be responsible for any extra work for fittings and/or addition alteration, modification and/or any variation of the aforesaid Apartment.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee** (including joint buyers):

(1) Name .....

Address .....

\_\_\_\_\_  
Signature

(2) Name .....

Address .....

\_\_\_\_\_  
Signature

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Owner/Promoter:**

(1) **SRI PRADIP CHANDRA KAR**

Address: 31/1, Bagha Jatin Road,  
Kolkata - 700036

\_\_\_\_\_  
Signature

(2) **SMT ANITA GUPTA**

Address 211, B. T. Road, Kolkata  
- 700 036.

\_\_\_\_\_  
Signature

In the presence of WITNESSES:

- 1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**RECEIPT**

RECEIVED with thanks from the within named Allottee(s) the within mentioned sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only being the earnest money and / or part payment under this Agreement for Sale as per Memo of Consideration given below:—

MEMO OF CONSIDERATION

BY AND OUT OF Cheque Nos.

(i) \_\_\_\_\_ dated \_\_\_\_\_,  
drawn on \_\_\_\_\_ Bank,  
\_\_\_\_\_ Branch for RS  
..... /-

(ii) \_\_\_\_\_ dated \_\_\_\_\_,  
drawn on \_\_\_\_\_ Bank,  
\_\_\_\_\_ Branch for RS  
..... /-

(iii) \_\_\_\_\_ dated \_\_\_\_\_,  
drawn on \_\_\_\_\_ Bank,  
\_\_\_\_\_ Branch for RS  
..... /-

: Rs. \_\_\_\_\_/-

**TOTAL** : **Rs.** \_\_\_\_\_/-

(Rupees \_\_\_\_\_ ) Only

Witnesses:

1)

2)

\_\_\_\_\_  
(Signature of Owner/Promoter)

Drafted and prepared at my office,

Advocate.

SPECIMEN FORM FOR TEN FINGERPRINTS

|              |                    |      |        |      |        |  |
|--------------|--------------------|------|--------|------|--------|--|
| <b>PHOTO</b> |                    |      |        |      |        |  |
|              | Little             | Ring | Middle | Fore | Thumb  |  |
|              | <b>(Left Hand)</b> |      |        |      |        |  |
|              | Thumb              | Fore | Middle | Ring | Little |  |
| <b>PHOTO</b> |                    |      |        |      |        |  |
|              | Little             | Ring | Middle | Fore | Thumb  |  |
|              | <b>(Left Hand)</b> |      |        |      |        |  |
|              | Thumb              | Fore | Middle | Ring | Little |  |
| <b>PHOTO</b> |                    |      |        |      |        |  |
|              | Little             | Ring | Middle | Fore | Thumb  |  |
|              | <b>(Left Hand)</b> |      |        |      |        |  |
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| <b>PHOTO</b> |                    |      |        |      |        |  |
|              | Little             | Ring | Middle | Fore | Thumb  |  |
|              | <b>(Left Hand)</b> |      |        |      |        |  |
|              | Thumb              | Fore | Middle | Ring | Little |  |
| <b>PHOTO</b> |                    |      |        |      |        |  |
|              | Little             | Ring | Middle | Fore | Thumb  |  |
|              | <b>(Left Hand)</b> |      |        |      |        |  |
|              | Thumb              | Fore | Middle | Ring | Little |  |