

AGREEMENT FOR SALE

DEB REALITY


  
Proprietor

**THIS DEED OF AGREEMENT** made this the \_\_\_\_\_ of July , in the Christian Era Two Thousand Nineteen(2019) BETWEEN **1) SMT. MIRA BISWAS** (PAN: DGOPB7869F), wife of Late Gopinath Biswas, by Occupation - House-wife, , having residing at 42, Swami Satyananda Sarani (Kamarpara Lane), P.O-Baranagar, P.S- Baranagar, District - 24 Parganas (North), Kolkata- 700036, **2) SMT. MANGALA BISWAS**, (PAN- DIPPB1420P) wife of Late Gautam Kumar Biswas and daughter in law of Late Gopinath Biswas, by Occupation-Housewife, having residing at 42, Swami Satyananda Sarani (Kamarpara Lane), P.O-Baranagar, P.S- Baranagar, District - 24 Parganas (North), Kolkata- 700036, **3) SRI AMAR NATH BISWAS**, (PAN- CHNPB2320Q) Son of Late Gopinath Biswas, by occupation-Business, having residing at 42, Swami Satyananda Sarani (Kamarpara Lane), P.O-Baranagar, P.S- Baranagar, Dist.24Parganas (North), Kolkata - 700036, **4) SMT GITA DAS(BISWAS)**, (PAN:BPMPD6355R) wife of Sri Nakuldev Das and daughter of Late Gopinath Biswas by caste, by caste Hindu, by occupation-Service, Nationality -Indian having residing at Kalachhara, P.O-Chanditala, P.S- Ch.anditata, District Hooghly, Pin- 712 702, **5) SMT RUMA GHOSH( BISWAS)**, (PAN-BLXPG1250K) wife of Sri Goutam Ghosh and daughter of Late Gopinath Biswas, by occupation-Housewife, having residing at 18, Ghosh Para Lane, P.O -Baranagar, P.S-Baranagar, District - 24Parganas (North), Kolkata - 700036, All by Faith Hindu, All Nationality Indian, hereinafter referred to as the **"VENDORS/LAND OWNERS"** (which term shall unless repugnant to or excluded by the context be deemed to include their respective successors, executors, legal representatives, administrators and assigns), represented by constituted attorney as owner's true and lawful Attorneys **SRI DEBRAJ MUKHERJEE** ( PAN: AOIPM5515J ) son of Late Kalyan Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 28/8 Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036 (hereinafter referred to as the said Attorney) by virtue of Power of Attorney dated \_\_\_\_\_ 2018 which have recorded A.D.S.R. Cossipore Dumdum, as Book No. I, Volume No.1506 2018, Pages from 324216 to 324247, Being No. 150607357 in the year 2018, of the **FIRST PART.**

AND

**DEB REALITY**, a Proprietorship Business, office at 28/8, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, represented by its sole proprietor **SRI DEBRAJ MUKHERJEE** ( PAN: AOIPM5515J) son of Late Kalyan Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 28/8 Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, hereinafter called and referred to as the **"DEVELOPER"** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors-in-office, successors-in-interest and/or permitted assigns]of the **SECOND PART**

AND

**MR.** \_\_\_\_\_ (PAN: \_\_\_\_\_), Son of \_\_\_\_\_, by Occupation- Service, by faith Hindu, by Nationality, residing at \_\_\_\_\_, hereinafter called and referred to as the **"PURCHASER/ ALLOTTEE"** (which term or expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include his legal heirs, executors, representatives, administrators and assigns) of the **THIRD PART.**

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

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

**WHEREAS** one Sri Haripada Biswas owner of the land measuring about more or loss 7 Cottahs 2 Chittaks 8 Sq.fts. along with more or less 800 Sq.fts. Tiles Shed cemented floor



dilapidated building over the said premises lying and situated at Mouza-Baranagar, J.L No.5, R.S No.6, C.S. Khatian - 2329, R.S Khatian-4008, 4009, 4010, R.S. Dag -3746, 1194, Holding No.805 Premises No.42 Swami Satyananda Sarani (Kamar Para Lane), P.O & P.S- Baranagar, Kolkata- 700036, in the District of North 24 Parganas, under Baranagar Municipality inheritance from his father and enjoying the same by mutated his name and paying taxes regularly.

**AND WHEREAS** said Sri Haripada Biswas in bengali year 1341 died intestate leaving behind his only wife Smt Subala Bala Biswas and two sons Sri Gopinath Biswas and Sri Bipin Bihari Biswas.

**AND WHEREAS** said Smt. Subala Bala Biswas died in the year 1976 leaving behind her two sons Sri Gopinath Biswas and Sri Bipin Bihari Biswas and thereafter Sri Gopinath Biswas and Sri Bipin Bihari Biswas being the absolute owner of the above mentioned property.

**AND WHEREAS** Thereafter Sri Bipin Bihari Biswas died intestate in the year 1978 and leaving behind his only wife Smt. Sandhya Rani Biswas, two sons Sri Pradip Biswas and Sri Dilip Biswas, two daughter Smt Subhadra Biswas and Smt Subhra Biswas.

**AND WHEREAS** thereafter Sri Gopinath Biswas also died intestate in the year 1980 leaving behind his only wife Smt. Mira Biswas, two sons Sri Gautam Kumar Biswas and Sri Amar Nath Biswas, two daughter Smt. Gita Das (Biswas) and Smt Ruma Ghosh (Biswas) and there are no any heirs and successors except them.

**AND WHEREAS** in the year 1982 the legal heirs and successors of Late Gopinath Biswas and Late Bipin Bihari Biswas divided their property by way of registered **DEED OF PARTITION** which is duly Registered at A.D.S.R Cossipore Dum Dum vide Book No.I, Volume No.89 Page from 53 to 76, Deed No.1823, dated 24/02/1982.

**AND WHEREAS** according to above mentioned DEED OF PARTITION SMT MIRA BISWAS, SRI GAUTAM KUMAR BISWAS, SRI AMAR NATH BISWAS, SMT. GITA DAS(BISWAS) and SMT. RUMA GHOSH (BISWAS) became the absolute owner of the LOT-A property i.e. admeasuring little more or less 4(Four) Cottah O(Zero) Chittacks 2(Two)Sq.ft. along with more or less 400(Four Hundred) Sq.ft. Tiles Shed cemented floor dilapidated building over the said premises lying and situated at Mouza-Baranagar, J.L No.5, R.S No.6, C.S. Khatian-2329, R.S Khatian-4008, 4009, 4010, R.S. Dag 3746, 1194, Holding No.805 Premises No.42 Swami Satyananda Sarani (Kamar Para Lane), P.O & P.S -Baranagar, Kolkata-700036 in the District of North 24 under Ward No.31 of Baranagar Municipality.

**AND WHEREAS** Smt. Mira Biswas, Sri Gautam Kumar Biswas, Sri Amar Nath Biswas, Smt Gita Das(Biswas) And Smt Ruma Ghosh(Biswas) have mutated their name in the B.L.&R.O., Barrackpore as Mouza-Baranagar, J.L No.5, R.S No.6, L.R. Khatian-6953 to 6957, L.R. Dag 5776 and paying khajna to the Government of West Bengal.

**AND WHEREAS** Sri Gautam Kumar Biswas, son of Late Gopinath Biswas died intestate as on 15/01/2017 leaving behind his only wife SMT. MANGALA BISWAS without any offspring.

**AND WHEREAS** now SMT. MIRA BISWAS, SMT. MANGALA BISWAS, SRI AMAR NATH BISWAS, SMT GITA DAS(BISWAS) and SMT RUMA GHOSH(BISWAS) became the absolute owner of the LOT- A property i.e. admeasuring little more or less 4(Four) Cottah O (Zero) Chittacks (2)Sq.ft. along, with more or less 400 (Four Hundred) Sq.ft. Tiles Shed cemented floor dilapidated building over the said premises lying and situated at Mouza-Baranagar, J.L No. 5, R.S No.6, C.S. Khatian-2329, R.S Khatian-4008, 4009, 4010, R.S. Dag- 3746 and 1194, Holding No.805 Premises No.42 Swami Satyananda Sarani (Kamar Para Lane), P.O & P.S- Baranagar, Kolkata- 700036 in the District of North 24 under Ward No.31 of Baranagar Municipality.

**AND WHEREAS** Smt. Mira Biswas, Smt. Mangala Biswas, Sri Amar Nath Biswas, Smt Gita Das(Biswas) And Smt Ruma Ghosh(Biswas) have mutated their name in the Baranagar Municipality as Premises No.42 Swami Satyananda Sarani (Kamar Para Lane), P.O & P.S- Baranagar, Kolkata- 700036 in the District of North 24 under Holding No.805 ,Ward No.31

**AND WHEREAS** the aforesaid present owners are intended to get construction of a multi-storied building making with a plan sanctioned by the Baranagar Municipality at



the said land and property comprising of several Flats/Garage but owing the paucity of fund and lack of experiences and knowledge they fail to materials the same.

**AND WHEREAS** that considering the real situation of the said premises, the Parties hereto of the First Part, have jointly decided to demolish the whole old building and to construct a new multi- storied building in accordance with the plan to be sanctioned by the Baranagar Municipality.

**AND WHEREAS** by the registered agreement dated 09.08.2018 which have recorded A.D.S.R. Cossipore Dimdum, as Book No. I, Volume No.1506-2018, Pages from 320691 to 320744 Being No. 150607209 in the year 2018 as well as Registered Power of Attorney made and entered into between the vendors/Land Owners and **DEB REALITY**, a Proprietorship Business, office at 28/8, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, represented by its sole proprietor **SRI DEBRAJ MUKHERJEE** ( PAN: AOIPM5515J) son of Late Kalyan Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 28/8 Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, Garage, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

**AND WHEREAS** The Promoter has obtained the final layout plan , sanctioned plan , specifications and approvals for the Project and also for the apartment , Baranagar Municipality as per Sanction Plan Vide No. 399/31 dated 24.01.2019 (G+3 Storied). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable .

**AND WHEREAS** The Promoter has registered the Project under the provisions of the Act with the West Bengal housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no \_\_\_\_\_

**AND WHEREAS** the construction of the said building to be completed by the said developer within stipulated time mentioned in the Development agreement as per Sanction Plan Vide No. 399/31 dated 24.01.2019 (G+3 Storied) and the said land together with the building standing therein being more particularly described in the schedule hereunder written and hereinafter referred to as the 'said building'.

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

**AND WHEREAS** The Allottee/ Purchaser had applied for an apartment in the Project vide application no \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted self contained independent Flat on the \_\_\_\_\_ side of the \_\_\_\_\_ Floor of the said building admeasuring \_\_\_\_\_ sq.ft. more or less super built-up area ( Carpet Area \_\_\_\_\_ sq ft more or less, Balcony area \_\_\_\_\_ more or less, salable area \_\_\_\_\_ sq ft more or less), fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the 'Said Flat' along with undivided proportionate impart able share or interest in the land underneath the said building fully mentioned in the first schedule hereunder written together with all easement rights over all the common areas and common portions in the said building and premises under Developer Allocation.

DEB REALITY -

*Debraj Mukherjee*  
Proprietor

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

1. TERMS ;

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase , to the [Apartment / Plot ] as specified in "B" Schedule .

1.2 The Total Price for the [Apartment / Plot ] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) ( "Total Price " ) ( Give break up and description in the "F" Schedule) ;

Building Name. " <b>DEB ORCHID</b> " Apartment No. _____ Floor _____	Rate of Apartment per square feet
Consideration of Flat/ Apartment Consideration of Garage/ Parking Place  G.S.T  Installation of individual Electric Meter	
Total price ( in rupee)	

Explanation :

( i ) The total price above includes the booking amount paid by he allottee to the Promoter towards the [ Apartment / plot ] ;

( ii ) The Price above includes above includes Taxes ( consisting of the paid or payable by the Promoter by way of G. S. T and Cess or any other similar taxes which may be levied , in connection with the constitution of the Project payable by the Promoter , by whatever name called ) up to the date f 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 here is any changes / modification in the taxes , the subsequent amount payable by the allottee to the promoter shall be increased / reduced based on such changes / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority , which shall include the extension of registration , if any, granted to the said project by the Authority , as per the Act, the same shall not be charged from the allottee .

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

(iv) The Total Price of [ Apartment / plot ] includes recovery of price of land , construction of [ not only the Apartment but also ] the Common Areas, internal development charges, external development charge, 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 firefighting equipment in the common areas , maintenance charges as per para II etc., and includes cost for providing all other facilities , amenities and specifications to be provided within the [Apartment / Plot ]and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allotte hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time . The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges , cost/ charges imposed by the competent authorities , the Promoter shall enclose the said notification/



order / rule/ regulation to that effect along with the demand letter being issued in 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 .

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

1.5 The Promoter may allow , in its sole discretion, a rebate for early payments of installments payable by discounting such early payments @ 1 % per anum for the period by which the respective installment has been preponed . The provision fro allowing rebate and such rate of rebate shall be subject to any revision / withdrawal, once granted to an Allottee by the Promoter .

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

Provided that the Promoter may make such minor additions or alteration as may be requested by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the " occupancy certificate " is granted by the competent authority , by furnishing details of the charges , if any, in the carpet area . The total price payable for the carpet area shall be recalculated upon confirmation by the Purchaser . If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by he Allottee . If there is any increase in the carpet area , which is not more than three per cent of the carpet area of the apartment , allotted to Allottee , the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule "F" . All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement .

1.8 Subject to para 9.3 the Promoter agrees and acknowledges , the Allottee shall have the to the [ Apartment/ Plot ] as mentioned below :

- i. The Allottee shall have exclusive ownership of the [ Apartment/ Plot ] ;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas . Since the share interest of Allottee in the Common Areas is undivided and cannot be divided, separated, the allottee shall use the Common Areas along with other occupants , maintenance staff etc., without causing inconvenience or hindrance to them . It is clarified the promoter shall hand ove the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the [ Apartment/ Plot ] 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 , electricity connectivity to the apartment , lift water line and plumbing, finishing with paint , marbles tiles , doors, windows , fire detection and firefighting equipment in the common areas, maintenance charges, as per para 11 etc. , and includes cost for providing all other facilities , amenities and specifications to be within the [ Apartment/ Plot ] and the project ;
- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his [ Apartment/ Plot ] as the case may be .

1.9 It is made clear by he Promoter and the Allottee agrees that the [ Apartment/ Plot ] along with \_\_\_\_\_ garage / covered parking shall be treated as a single indivisible unit for all purposes . it is agreed that the Project is an independent , self-contained project covering the said land and is not a part of any other project or zone and

shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee . It is clarified that Project's facilities and amenities shall be available only for uses and enjoyment of the Allottee of the Project .

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

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) as booking amount being part payment towards the total price at the time of application the receipt of which the Promoter hereby acknowledges and he Allottee hereby agrees to pay the remaining price of the [ Apartment/ Plot ] as prescribed in the payment Plan [Schedule 'F' ] as may be demanded by the Promoter within the time and n the manner specified therein .

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

## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments , on written demand by the Promoter , within the stipulated time as mentioned in the Payment plan [ through A/c Payee cheque / demand draft bankers cheque or online payment (as applicable) in favour of **Deb Reality** payable at Kolkata

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India , shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules & 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 security , if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and Rules & Regulations of the or any other applicable law . The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India , he / she may be liable for any action under the Foreign Exchange management Act, 1999 or other laws as applicable , as amended from time to time .

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

## 4. ADJUSTMENT / APPROPRIATION OF PAYMENTS .

The Allottee authorizes the Promoter to adjust , appropriate all payments made by him / her under any head(s) of dues against lawful outstanding pf the allotted against the [



Apartment/ Plot ] , if any , in his / her namd ans the Allottee undertakes not to object / demand / direct the Promoter to adjust the payents in any manner .

### 5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [ Apartment/ Plot ] to the Allottee and the common areas to the association of allottees or the competent authority , as the case may be .

### 6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottee has seen the proposed layout plan, specifications, amenities and fcities of the [ Apartment/ Plot ] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the completed authority, as represented by the Promoter , The Promoter shall develop the Project in accordance with the said layout plans , floor plans and specifications , amenities and facilities , subject to the terms in this Agreement , the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws , FAR and density norms and provisions prescribed by the West Bengal Municipal Act 1993 & related Building Rules 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 the term by the Promoter shall constitute a material breach of the Agreement.

### 7. POSSESSION OF THE APRTMENT/ PLOT :

#### 7.1 Schedule for possession of the said [ Apartment/ Plot ]:

The Promoter agrees and undertakes that timely delivery of possession of the [ Apartment/ Plot ] to the allottee and the common areas to the association of allottees or the competent authority, as the cases may be , is the essence of the Agreement . The Promoter assures to hand over possession of the [ Apartment/ Plot ] along with ready and complete common areas with all specifications , amenities and facilities of the project in place on May 2020 unless there is delay or failure due to war, flood, drought , fire , cyclone , earthquake or any other calamity caused by nature affecting the regular development or the real estate project ( " Force Majeure " ). If, however, he completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the [ Apartment/ Plot ] ;

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [ Apartment/ Plot ] to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate . [ Provided that, in the absence of local law, he conveyance deed in favour of allottees shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate] , The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree (s) to pay the maintenance charges as determined by the Promoter / association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the Apartment/ Plot , as the case may be , to the Allottee at the time of conveyance of the same .

#### 7.3 Failure of Allottee to take Possession of [ Apartment/ Plot ]

Upon receiving a written intimation from the promoter as per para 7.2 , the Allottee shall take possession of the [ Apartment/ Plot ] from the Promoter by executing

necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and the Promoter shall give possession of the [ Apartment/ Plot ] to the Allottee fails to take possession within the time provided in par 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 .

**7.4 Possession by the Allottee.**

After obtaining the occupancy certificate and handing over physical possession of the [ Apartment/ Plot ] to the Allottee , it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the association of Allottees or the competent authority , as the case may be , as per the local laws ;

Provided that, in the absence of any local law , the Promoter shall hand over the necessary documents and plans , including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

**7.5 Cancellation of Allottee.**

The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Project as provided in the Act;

Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter , the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

**7.6 Compensation.**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the matter as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force ,

Except for occurrence at a *Force Majeure* event , if the promoter fails to complete or is unable to give possession of the [ Apartment/ Plot ] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1, or (ii) due to discontinuance of the business as developer on account of suspension or revocation of the registration under the Act, or for any other reason , the Promoter shall be liable , on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available , to return the total amount received by him in respect of the [ Apartment/ Plot ] , with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act, within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [ Apartment/ Plot ] which shall be paid by the Promoter to the allottee within forty-five days of it becoming due .

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

The promoter hereby represents and warrants to the Allottee as follows :

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

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



- (iii) There are no encumbrances upon the said Land or the Project ;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land Project or the [ Apartment/ Plot ] ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/ Plot ] are valid and substituting and have been obtained by following due process of law . Further , the Promoter has been and shall , at all times , remain in compliance with all applicable laws in relation to the Project , said Land , Building and [ Apartment/ Plot ] and common areas;
- (vi) The Project has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right , title and interest of the Allottee created herein , may prejudicially be affected ;
- (vii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [ Apartment/ Plot ] , which will ,in any manner , affect the rights of Allottee under this Agreement ;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [ Apartment/ Plot ] to to Allottee in the manner contemplated in this Agreement .
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over the lawful, vacant, peaceful, physical possession of the [ Apartment/ Plot ] to the Allottee or the competent authority , as the case may be ;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right , title and claim over the Schedule Property ;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government 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, plot or building, as the case may be , along with common areas ( equipped with all the specifications , 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 Promoter in respect of the said land and/or the Project .

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) Promoter fails to provide ready to move in possession of the [ Apartment / Plot ] to the Allottees within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority . For the purpose of the para ' ready to move in possession' shall mean that the apartment shall be in a habitation condition which is complete in all respects including the provisions, amenities and facilities , as agreed to between the parties , and for which occupation certificate and completion certificate, as the case may be , has been issued by the component authority .

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which in case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever / towards the purchase of the apartment , along with interest at the rate prescribed in the Rules written forty-five days of receiving the termination notice :

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

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

(i) In case the Allottee fails to make payments for consecutive demands by the Promoter as per the Payment plan annexed hereto , despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in Rules ;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2( Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [ Apartment / Plot ] in favour of the Allottee and refund the money paid to him by the Allottee by deducting booking amount and the interest liabilities and this Agreement shall thereupon stand terminated: Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID APATMENT**

The promoter on receipt of Total Price of the [ Apartment / Plot ] as per para 12 under the Agreement from the Allottee , shall execute a conveyance deed and convey the title of the [Apartment / Plot ] together with proportionate indivisible share in the Common Areas within 3 years from the date of issuance of the occupancy certificate and the completion certificate , as the case may be to the Allottee ; The Registration process should be conducted by Project Advocate after deposit the stamp duty and/ or registration charges @ 8.5% of the total Government valuation

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate . However , in case the Allottee fails to deposit the stamp duty and/ or registration charges @ 8.5% of the total Government valuation within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his / her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee .

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

The promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [ Apartment / Plot ] .



**12. DEFECT LIABILITY :**

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

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

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

**14. USAGE :**

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

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

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

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Tower/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 Said Apartment or place any heavy material in the common passages or staircase of the Said Tower/Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

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

15.4 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in Schedule G below.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

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

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

20. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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



*Debnaj Mukherjee*  
Promoter

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

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the 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.

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

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

29. NOTICES: That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

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

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

33. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled

amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1966.

**"A" SCHEDULE ABOVE REFERRED TO**

(Description of entire existing Property)

**ALL THAT** piece and parcel of Lot-A land measuring about more or less 4 ( Four)Cottahs Zero Chittaks 2(Two) Sq.fts. along with more or less under construction building over the said premises lying and situated at Mouza-Baranagar, J.L. No.5, R.S No.6, C.S. Khatian-2329, R.S Khatian-4008, 4009, 4010, R.S. Dag 3746 and 1194, L.R. Khatian-6953 to 6957, L.R. Dag 5776 Premises No.42 Swami Satyananda Sarani (Kamar Para Lane), P.O. & P.S- Baranagar, Kolkata- 700036 in the District of North 24 Parganas, under Ward No.31, Holding No.805, of Baranagar Municipality having all rights and liberties for ingress and egress over and through the land, and common rights and privileges thereto together with all sorts of easement rights and amenities attached hereto which is butted and bounded as under.

- On the North : 12ft wide Swami Satyananda Sarani;
- On the South : Land and House of Lot B;
- On the East : 40 Swami Satyananda Sarani and 44 Swami Satyananda Sarani;
- On the West : 38 Swami Satyananda Sarani;

**"B" SCHEDULE ABOVE REFERRED TO**

(Description of the Flat to be sold)

**ALL THAT** piece and parcel of **Floor,** **sq.ft.** more or less super built-up Flat No. being on the **side** consisting of at premises 42, Swami Satyananda Sarani (Kamarpara Lane), P.O-Baranagar, P.S- Baranagar, Dist.24Parganas (North), Kolkata - 700036, within Baranagar Municipality, together with the proportionate undivided impartible land share in the land of the said Premises together with all the easement rights and common rights appurtenant to this schedule property. This Flat is within the "....." which is also situated within the **FIRST SCHEDULE** property.

**THE SCHEDULE 'C' AS REFERRED TO ABOVE**

(Common Right and Facilities)

1. Foundation beams, vertical and lateral supports, main wall, common walls, boundary walls, main gate entrance landing of Meter Room,
2. Main gate of the said premises and common passages.
3. Installation of common services viz. electricity,
4. Common electric meter installations.
8. All open to sky space surrounding of the said building.
10. All other parts of the said building necessary for its existing maintenance and safety for normally in common use of the owners in the respective Flats/Shops.

**THE SCHEDULE 'D' AS REFERRED TO ABOVE**

(Common expenses)

1. All costs of maintenance, replacing white washing painting, rebuilding, reconstruction, decoration, redecoration in the common parts.



Municipal taxes, owners will be outgoing taxes etc. sum those separately assessed in the consignee or other co-owners and/or Flats or apartment owners.

3. All other expenses and outgoing as one 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 Flat / garage.

**THE SCHEDULE 'E' AS REFERRED TO ABOVE**

(Structural specification and other details of the Flat)

- A. **FOUNDATION:**  
RCC Foundation and framed structure for plain G+ 3 floors).
- B. **FLOORS :**  
All floors and balcony will be finished with verified tiles and with 4" skirting.
- C. **TOILET:**  
Floor of the Toilet will be provided anticart tiles and 6 Ft. height of the all walls from the floor level will erect by Glaze tiles and also provide an Anglo Indian Pan and one P.V.C. Door and 1 (one) Shower, 2 (two) Tap Water .
- D. **KITCHEN:**  
Kitchen will have one sink with tap and a Black stone top in kitchen covering by 3 Ft. glaze tiles & floor will be tiles with exhaust Fan point and basin with tap in the dining hall.
- E. **WINDOWS :**  
All windows will be made of aluminum sliding with glass fitting pallah Cover with iron grill.
- F. **DOORS :**  
Frame of good quality shal wood and flush doors of commercial quality.
- G. **ELECTRICAL WIRING :**  
All wiring will be concealed and adequate outlet sockets will be provided and bed room will be provided 3 points for light, one fan and one 5 amp plug point, drawing/dining room will be provided 3 points for light, one fan point and one 5 amp plug points, one 5 amp plug points, kitchen will be provided 1 point for light, one exhaust fan point toilet will be provided 1 point for light one exhaust fan point, balcony one light point as one 5 amp plug point. C.C. T.V. for common entrance
- H. **INTERIOR WALL COATS :**  
All the interior walls will be finished with a coat of plaster of paris.
- I. **BRICK WORKS :**  
All exterior/interior brick work 8'/5'/3' thick respectively with bricks of approved quality.
- J. **TRANSFORMER & ELECTRIC METER :**  
Electric Meter will be as extra charges by the Purchaser.
- K. **MAINTENANCE :**  
For over all maintenance of the building the developer advises the owners of flats to be a member of Co-operative will in advance against nominal subscription. The activity of the said co-operative will effect after taking possession of the flat and it will be controlled by members only.
- L. **OUTER WALL COATS:**  
All the outer walls will be finished with a weather coat of Colour.
- M. **OPTIONAL SERVICES:**  
Facilities may be provided to the purchasers on request for following optional services according to specification book against 100% advance payment with prior intimation before completion of respective work such as One Tap in Balcony.etc
- O. **LIGHTING ARRESTER**  
Installed in the roof.
- P. **GENERAL:** All additions and alterations in the Flats shall be subject to the approval of the Architects and the requisite costs shall be borne by the Flat Purchasers. All fixture and fittings are uniformly (proportionate) all the flats of the building.
- Q. **ROOF TREATMENT**  
Chemical Roof treatment

**THE F SCHEDULE ABOVE REFERRED TO**

**(CONSIDERATION)**

- Before execution of Agreement 10% (including booking amount)

- After completion of the 1st floor roof casting 10%
- After completion of the 2nd floor roof casting 10%
- After completion of the 3rd floor roof casting 10%
- After completion of the 4th floor roof casting 10%
- After completion of the 5th floor roof casting 10%
- After completion of brickwork 30%
- Before possession or Registration 10%

but everything will be completed within \_\_\_\_\_ and after taking full and final payment, the Developer /Confirming Party shall bound to hand over the flat-in-question and registered the same to the Purchaser as per Agreement.

**THE SCHEDULE 'G' AS REFERRED TO ABOVE**

The Allottee covenants with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. Satisfaction of Allottee: The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. Allottee Aware of and Satisfied with Common Areas and Specifications: The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Tower/Building and/or the Said Complex and/or the Larger Property and/or the Whole Projectsave and except the Said Apartment And Appurtenances.
3. Allottee to Mutate and Pay Rates & Taxes: The Allottee shall (1) pay the HGP Tax, surcharge, levies, cess etc. (collectively "Rates & Taxes")(proportionately for the Said Tower/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
4. Allottee to Pay Common Expenses/Maintenance Charges: The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
5. Allottee to Pay Interest for Delay and/or Default: The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility



- Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
6. Promoter's Charge/Lien: The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Promoter provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
  7. No Obstruction by Allottee to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Tower/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
  8. No Rights of or Obstruction by Allottee: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
  9. Variable Nature of Land Share and Share In Common Portions: The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Tower/Building/Real Estate Project (2) if the area of the Said Tower/Building/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
  10. Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("Apex Body"). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.
  11. Obligations of Allottee: The Allottee shall:
    - (a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
    - (b) Observing Rules: observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex

*Debraj Mukherjee*  
Promoter

- (c) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Tower/Building, the Project Property, and outside walls of the Said Tower/Building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.
- (e) Residential Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Tower/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (g) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Tower/Building. The Allottee shall not install any dish antenna on the balcony and/or windows of the Said Tower/Building and/or on any external part of the Said Tower/Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Tower/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, airconditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) No Sub-Division: not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) No Changing Name: not change/alter/modify the names of the Said Tower/Building and the Said Complex from that mentioned in this Agreement
- (j) No Nuisance and Disturbance: not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Tower/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.



- (l) No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any
- (m) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (n) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (o) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (p) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (q) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Tower/Building/Said Complex save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- (r) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (s) No Installing Generator: not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (t) No Use of Machinery: not install or operate any machinery or equipment except home appliances.
- (u) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Apartment.
- (v) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (w) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (x) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.
- (y) No Objection to Construction: Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Allottee has no objection to the continuance of construction in the other portions of the Larger Property/ the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.
- (z) Roof Rights: A demarcated portion of the top roof of the Said Tower/Building shall remain common to all owners of the Said Tower/Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Tower/Building shall belong to the Promoter with right of exclusive transfer and the Allottee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Tower/Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above

such construction shall again have a Common Roof for common use of all owners of the Said Tower/Building.

12. Nomination: The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the below mentioned conditions:

(a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

(b) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.

(c) Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

**DISCLAIMER: Nothing mentioned and disclosed is in contrary to WBHIRA rules and acts.**

IN WITNESS WHEREOF the parties hereto executed this Agreement the day, month and year first above written.

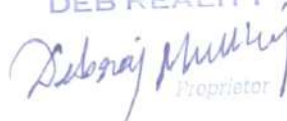
SIGNED, SEALED AND DELIVERED by  
the Developer and the PURCHASER  
in presence of :

1.



Signature of the Constituted  
attorneys of Owners

2.

DEB REALITY  
  
Proprietor

Signature of the Developer

Signature of the PURCHASER

Drafted & prepared by :

(Goutam Chakraborty)

Advocate

High Court, Calcutta



