

Deed of Conveyance

THIS DEED OF CONVEYANCE executed on this _____day of _____(Two
Thousand Eighteen).

BETWEEN

1) SRI BISHNU PRASAD ROY (PAN – ACUPR0355B) Son of Late Sachi Mohan Roy, by faith – Hindu, by Nationality – Indian, by Occupation – Retired, residing at 266, Parnashree Pally, P.S. – Parnashree, Behala, Kolkata and **2) SRI RAMA PRASAD ROY (PAN –AGSPR1636F)** Son of Late Sachi Mohan Roy, by faith – Hindu, by Nationality – Indian, by Occupation – Service, residing at Ashirbad Apartment, Flat No. 5K, 10 No. jessor Road, P.S.– Dum Dum, Kolkata – 700028 and **(3) SRI DEBU PRASAD ROY (PAN – AOEPR0594Q)** Son of Late Sachi Mohan Roy, by faith - Hindu, by Nationality Indian, by occupation - Service, residing at Uttar Ghoshpara, Arunava Sarani, P.O. – Ghoshpara, P.S. – Nischinda, District –Howrah - 711227, **(4) SMT. KRISHNA MAZUMDER (PAN-DESPM0034R)**, wife of Late Dulal Mazumder, daughter of Late Sachi Mohan Roy, by faith – Hindu, by Nationality – Indian, by occupation – Housewife, residing at 4, Natabar Dutta Road, P.S. – Muchipara, Kolkata - , **5) SMT. LAKSHMI NAG (PAN – AYFPN4028E)** wife of Late Bimalendu Nag, daughter of Late Sachi Mohan Roy, by faith – Hindu, by Nationality - Indian, by occupation -Housewife, residing at 143/6, P.G. Road, P.S. – Tiljala, Kolkata – 700039, **(6) SRI BIPLAB BRAHMA (PAN – BIWPB9894E)**, son of Late Bivu Pada Brahma, by faith - Hindu, by Nationality - Indian, by occupation - Service, residing at A/16, Raja S.C. Mallick Road, Ramgarh Colony, P.S. - Jadavpur, Kolkata – 47 and **7) SRI BISWANATH BANERJEE (PAN – ALHPB5911D)**, Son of Late Monmotho Nath Banerjee , by faith Hindu, by Nationality Indian, by occupation- Retired , residing at Bally Ghosh Para North, P.O. – Ghoshpara, P.S. -Nischinda, District – Howrah, Pin – 711227 both by Nationality Indian, Both by faith Hindu, both by occupation Business, hereinafter collectively referred to the "**OWNERS**" /**LANDLORDS** (which term or expression shall unless otherwise excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns,) of the **FIRST PART**;

AND

Mrs. PURBASHA MANDAL (Pan No. CPOPM5684K) , Wife of AMIT KUMAR MANDAL by Faith-Hindu, by Occupation – House Wife and **Mr. AMIT KUMAR MANDAL (Pan No. APIPM8692M) S/O Joy Gopal Mandal,** by Faith-Hindu, by Occupation – Service, both residing at **Rabindra Pally, Ward No. 08, Rabindra Sarani 2nd Lane, Bolpur, Birbhum-731204, W.B** hereinafter referred to the "**Purchasers/Allottees**" (which term or expression shall unless otherwise excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives, and assigns) of the **SECOND PART;**

AND

W.B. ESTATE DEVELOPERS A partnership firm represented by its partners **1) SRI ACHINTYA KUMAR MONDAL** S/o Sri Kusha Dhawaja Mondal, by faith – Hindu, by Occupation – Business, residing at B.B.D Sarani, P.O. – Ghoshpara, P.S. -Nischinda, District – Howrah, Pin - 711227 and **2) SRI BIJAN KUMAR MONDAL** S/o Kusha Dhawaja Mondal, by faith – Hindu, by Occupation – Business, residing at B.B.D Sarani, P.O. – Ghoshpara, P.S. -Nischinda, District – Howrah, Pin - 711227, hereinafter referred to the "**DEVELOPER/PROMOTER**" (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or contest be deemed to mean and include its successors and successors-in-interest/office, and its heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART;**

The promoter and Allottee shall hereinafter collectively be referred to as the parties and individually as a party

Defination:

For the purpose of this agreement for sale, unless the context otherwise requires,-

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

WHEREAS the First Parties/Owners are the joint Owners and occupiers of all that piece and parcel of Mokorari Mourashi Bastu Land measuring more or less 12 Kattah 14 Chittacks together with 100 Sq.ft R.T.shed standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No.2996 , P.S. Nischinda (Former Bally), District Howrah, within the ambit of Nischinda Gram Panchayet, within the Jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Howrah together with rights over the common passage and all sorts of other easement rights attached thereto, which has been described in the Schedule "A" herein below;

AND WHEREAS one Smt. Bhabanibala Debi entered into a Registered Agreement for Sale with Smt. Nihar Kana Singha Roy for selling out the landed property measuring about 14 Cottah lying and situated at Mouza Bally , J.L. No.14, R.S. Khatian No. 2611 under R.S. Plot No. 2996, P.S. Nischinda (Former Bally), District Howrah, within the ambit of Nischinda Gram Panchayet and said Agreement for Sale was registered before Sadar Joint Sub-Registrar at Howrah and duly recorded in Book No. I, Volume No. 37, Pages from 118 to 120, Being No. 1786 for the year 1968 ;

AND WHEREAS subsequently Smt. Bhabani Devi executed a Deed of Sale in favour of said Nihar Kana Singha Roy relating to the above mentioned landed property measuring about 14 Cottah lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No. 2996, P.S. Nischinda (Former Bally), District Howrah, within the ambit of Nischinda Gram Panchayet through a registered Deed of Sale, which was registered before Sadar Joint Sub-Registrar at Howrah and duly recorded in Book No. I, Volume No. 69, Pages from 59 to 62, Being No. 3548 for the year 1969.

AND WHEREAS being the absolute Owner and occupier of the above mentioned property said Nihar Kana Singha Roy had been possessing the said property without any interruption from any corner.

AND WHEREAS said Nihar Kana Singha Roy during her enjoyment of the said property uninterruptedly died intestate on 13-09-1988 leaving behind her Four sons namely Sri Shankar Prasad Roy, Sri Bishnu Prasad Roy, Sri Rama Prasad Roy and Sri Debu Prasad Roy and two daughters namely Smt. Krishna Majumder and Smt. Laxmi Nag and one grandson namely Sri Biplab Brahma i.e. the son of her predeceased daughter Smt. Radharani Brahma as her only legal heirs and successors. Be it mentioned the husband of said Nihar Kana Roy namely Sachi Mohan Roy was predeceased on 29-07-1986.

AND WHEREAS said Radha Rani Brahma died on 31-12-1984 leaving behind her only son namely Sri Biplab Brahma i.e. the Owner No. 7 as her only legal heir and he got the undivided share of his deceased mother on the said property. Be it mentioned the husband of said Radharani Brahma namely Bivu Pada Brahma was died on 15-08-1985.

AND WHEREAS said Sri Shankar Prasad Roy, Sri Bishnu Prasad Roy, Sri Rama Prasad Roy , Sri Debu Prasad Roy, Smt. Krishna Majumder, Smt. Laxmi Nag and

Sri Biplab Brahma became the absolute joint Owners of the landed property measuring about 14 Cottah along with 200 Sq.ft. R.T. Shed Structure standing thereon lying and situated at Mouza Bally, J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No. 2996 , P.S. Nischinda (Former Bally), District Howrah, within the ambit of Nischinda Gram Panchayet.

AND WHEREAS said Shankar Prasad Roy died on 08-02-2015 leaving behind his wife namely Smt. Manju Roy i.e. the Owner No.1 as his only legal heir and she got the undivided share of her deceased husband on the said property. Be it mentioned that said Shankar Prasad Roy was issueless.

AND WHEREAS said Manju Roy also died on 03-02-2018 and she was issueless and her share over the said property devolves upon said Sri Bishnu Prasad Roy , Sri Rama Prasad Roy , Sri Debu Prasad Roy , Smt. Krishna Majumder, Smt. Laxmi Nag and Sri Biplab Brahma.

AND WHEREAS said Sri Bishnu Prasad Roy , Sri Rama Prasad Roy , Sri Debu Prasad Roy , Smt. Krishna Majumder, Smt. Laxmi Nag and Sri Biplab Brahma became the joint Owners and Occupiers of the landed property measuring about 14 Cottah along with 200 Sq.ft. R.T. Shed Structure standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No. 2996, P.S. Nischinda (Former Bally), District Howrah, within the ambit of Nischinda Gram Panchayet.

AND WHEREAS in the manner as aforesaid the present Owners herein became the joint Owners and Occupiers of the landed property measuring about 14 Cottah along with 200 Sq.ft. R.T. Shed Structure standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No. 2996 ,P.S. - Nischinda (Former Bally), District Howrah within the ambit of Nischinda Gram Panchayet and they had been possessing the said property

peacefully and uninterruptedly without any interruption from any corner whatsoever;

AND WHEREAS the present Owners herein gifted the demarcated landed property measuring about 1 Cottah 2 Chittak along with 100 Sq.ft. R.T. Shed Structure standing thereon out of total above mentioned landed property measuring about 14 Cottah along with 200 Sq.ft. R.T. Shed Structure standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No. 2996 , P.S. Nischinda (Former Bally), District Howrah to Sri Debojit Roy son of Sri Debu Prasad Roy through a registered Deed of Gift which was registered before D.S.R. Howrah and duly recorded in Book No.1, Volume No . 0501-2018, Being No. 256 for the year 2018.

AND WHEREAS after executing the above mentioned Deed of Gift the Present Owners No. 1 to 6 namely Sri Bishnu Prasad Roy , Sri Rama Prasad Roy , Sri Debu Prasad Roy , Smt. Krishna Majumder, Smt. Laxmi Nag and Sri Biplab Brahma herein became the joint Owners and Occupiers of Bastu landed property measuring about 12 Cottah 14 Chittak along with 100 Sq.ft. R.T. Shed Structure standing thereon lying and situated at Mouza Bally, J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No. 2996 , P.S. Nischinda (Former Bally), District Howrah, within the ambit of Nischinda Gram Panchayet, which is described in the Schedule 'A' herein below and the said property is free from all encumbrances.

AND WHEREAS said Owners No. 1 to 6 while seized and possessed of the said property with a view to develop the same by constructing a multistoried building thereon, jointly entered into an Agreement for Development with the Developers/ Confirming Party herein on 19-02-2018 which was registered in the Office of D.S.R.-II at Howrah and recorded in Book No. I, Volume No. 0513-2018, Pages from 7590 to 7644, Being No. 051300257 for the year 2018 and simultaneously they jointly executed a Power of Attorney in favour of the Developer/ Confirming

Party herein on the same day which was registered in the Office of D.S.R.-II at Howrah and recorded in Book No. 1, CD Volume No. 0513-2018, Pages from 7559 to 7589, Being No. 051300265 for the year 2018;

WHEREAS on the other hand one Monmotho Nath Banerjee became the absolute Owner and occupier of landed property measuring about 22 decimal lying and situated at Mouza Bally , J.L. No. 14, R.S.. Khatian No. 7398 under R.S. Dag No. 2995,P.S. Nischinda (previously Bally) , District Howrah by virtue of registered Deed of Sale , which was registered before D.S.R. Howrah and duly recorded in Book No. 1,Volume No.21,Pages from 227 to 229,Being No. 1613 for theYear 1953.

AND WHEREAS during enjoyment of the said property said Monmotho Nath Banerjee recorded his name in the record of Settlement and paid taxes thereon.

AND WHEREAS said Monmotho Nath Banerjee died on 17.02.1975 leaving behind him his wife Smt Ishani Banerjee, two sons namely Sri Biswanath Banerjee and Sri Birendra Nath Banerjee and one daughter Smt Mira Banerjee as his legal heirs.

AND WHEREAS said Smt Ishani Banerjee, Sri Biswanath Banerjee , Sri Birendra Nath Banerjee and Smt Mira Banerjee became the joint Owners and occupier of the landed property measuring about 22 decimal lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 7398 under R.S. Dag No. 2995, P.S. Nischinda (previously Bally), District Howrah.

AND WHEREAS said Owners due to their inconveniences in joint possession in the said Property mutually partitioned the same among themselves through a registered Deed of Partition which was registered before D.S.R. Howrah and duly recorded in Book No. 1,Volume No.55,Pages from 261 to 266,Being No. 2429 for theYear 1980 .

AND WHEREAS Sri Biswanath Banerjee i.e. the present Vendor No. 7 was allotted landed property measuring about 13 decimal equivalent to 07 Cottah 13 Chitack 43 Sq. ft through the said Registered Deed of Partition.

AND WHEREAS in the manner as aforesaid the present Vendor No. 7 herein became the absolute Owner and Occupier of the aforesaid property measuring about

13 decimal equivalent to 07 Cottah 13 Chitack 43.Sq. ft along with 200 Sq. ft R.T.

Shed structure standing thereon lying and situated at Mouza Bally, J.L. No. 14, R.S.

Khatian No. 7398 under R.S. Dag No. 2995, P.S. Nischinda (previously Bally) , District - Howrah under Nischinda Gram Panchayet and he recorded his name in the

record of Nischinda Gram Panchayet and he is in peaceful and uninterrupted possession of the said property without any interruption from any corner whatsoever

and the property is free from all encumbrances;

AND WHEREAS the Original Two Deeds vide Deed No. 1613 for the Year 1953 (Deed of Sale) and Deed No. 2429 for the Year 1980 have been lost from the custody of the said Biswanath Bandopadhyay on 19.10.2017 and in this regard he

lodged a diary before the Local Police Station vide G.D No. 942 dated 20.10.2017 and his Advocate Sri Aloke Kumar Bhattacharya on his behalf published a Notice in

the daily News Paper “ Anandabazar Patrika” and “The Telegraph” on 14-03-2018

but the same have not yet been traced out and subsequently the Vendor herein

made an Affidavit on 25.04.2018 before 1st Class Magistrate, Howrah declaring that the Schedule mentioned property is free from all encumbrances and more over his Advocate issue a Non Encumbrance Certificate;

AND WHEREAS said Vendors No. 7 while seized and possessed of the said property with a view to develop the same by constructing a multistoried building thereon, jointly entered into an Agreement for Development with the Developers/ Confirming Party herein on 19-02-2018 which was registered in the Office of D.S.R.-II at Howrah and recorded in Book No. I, Volume No. 0513-2018, Pages from 86086 to 86129, Being No. 051303053 for the year 2018 and simultaneously they jointly executed a Power of Attorney in favour of the Developer/ Confirming Party herein on the same day which was registered in the Office of D.S.R.-II at Howrah and recorded in Book No. 1, CD Volume No. 0513-2018, Pages from 86148 to 86172, Being No. 051303055 for the year 2018;

AND WHEREAS on the strength of the said documents, the Developer of the instant agreement obtained a Building Plan having B.R.C. No 229/032HZZP/EP dated 29.08.18 duly sanctioned from the authority of the Howrah Zilla Parishad and thereupon the work of construction of the proposed building to be contained with separate flat/apartment has been going on ;

AND WHEREAS the Owners and Developer have decided to sell a self contained complete residential flat and the Purchaser herein having been satisfied with the papers, deeds, documents and after inspection of the site and building and have agreed to purchase a North Western residential flat being **Flat No. '3B'** on the 3rd **Floor** measuring about 1020 **Sq. ft.** including Super built up area (as per initial measurement) within the Multi storied building at a Consideration of **Rs.0000000/- () only (i.e. Rs 0000- (Rupees) only** per Square Feet of the Flat

(**Rs. 00000** /- for the Flat and **Rs. 3,00,000/-** for the Garage) subject to final measurement and GST Extra.

AND WHEREAS on such approach of the Purchaser, the Owners and Developer have agreed to sell and transfer the said Flat in favour of the Purchaser at the aforesaid consideration, and for confirmation of which the Owners, the Purchaser and the Developer herein are jointly entering into this Agreement under the terms and conditions hereinafter appearing;

G. The Allottee had applied for an apartment in the project Vide application no dated..... and has been allotted apartment no Having carpet area of Sq.ft, type, on floor in (Tower/Block/Building) no (Building) along with Garage covered parking no Admeasuring Sq.ft in the

H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein:

I. p

J. The parties hereby confirm that they are signing this agreement with full knowledge of laws, rules, regulations, notifications, etc, applicable to the project;

k. The parties, relaying 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 condition appearing herein after

L. In accordance with the terms and conditions set out in this agreement as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottees hereby agrees to purchase the (Apartment/plot) and the garage/covered parking (if applicable) as specified in Para G

Now therefore, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agrees as follows;

1. Terms;

1.1 Subject to the terms and conditions as detailed in this agreement, the promoter agrees to sale to the Alottee and the Allottee agrees to purchase the (apartment/plot) as specified in pare G

1.2 The total price for the (apartment/plot)based on the carpet area is Rs (Rupees in word.....) only (total price) (give breakup and description)

Explanation;

- 1.1 The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment and includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the 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;
- 1.2 The Allottee hereby agrees that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification. Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- 1.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the **Schedule** - E written herein below and the Allottee shall make payment as demanded by the Promoter within the

time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 1.4 The Total Price of 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 ___ read with **Schedule** - E and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
- 1.5 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 and any other costs/charges agreed upon between the parties. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule** - E and on the terms and conditions herein recorded ("Payment Plan").
- 1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.8 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein **Schedule** - C in respect of the Apartment, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

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

1.9 The Promoter shall confirm to the final carpet area that has been allotted, 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 relation to such carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than 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 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 the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule** - E written herein below. All these monetary adjustments shall be made at the same rate per square feet as agreed in this agreement.

1.10 Subject to the other terms and conditions herein the 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. Since the share interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of 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 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 firefighting equipment in the common areas, maintenance charges etc. as per the Schedule __ written herein below and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

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

1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment 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 accept 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 Allottee(s) of the Project.

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

1.13 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 Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan referred in **Schedule** - E written herein below as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by 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 Account Payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of M/s W B Estate Developers payable at SBI Branch at Bally Durgapur

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of 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 favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

- 1.1. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.
- 1.2. Similarly the Allottee shall also be liable to make payments and discharge all the obligations by the time schedule – E agreed upon between the parties to enable completion of the Project.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

- 6.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement as also the right title interest of the Developer and the Confirming Parties as also all other permissions which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the concerned authorities and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment:The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place **on 31 December 2020** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

7.2. The Allottee also understands and undertakes timely discharge of obligations of the Allottee so to enable timely completion of the Project and delivery of possession in terms hereof.

7.3. The Allottee further agrees and undertakes that the Allottee shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding the delivery of possession of the said Apartment to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the

part of the Allottee or because of any act or omission on the part of the Allottee, the Developer is restrained from construction of the Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Developer may have, the Allottee shall be liable to compensate and also indemnify the Developer for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Developer.

- 7.4. 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(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of occupancy certificate.
- 7.5.** Upon such possession being offered, and the Developer having given a notice thereof to the Allottee the Allottee shall be obliged to, within 15 days of such service, pay the entire balance consideration, if any, and all other amounts and deposits payable by the Allottee to the Developer for sale of the said Apartment and fulfill all his other obligations and covenants hereunder and complete the purchase and take possession of the said Apartment. In case the Allottee fails neglects or avoids to take possession in terms of the notice to be issued by the Developer, it shall be deemed at the expiry of 15 days from the service of said notice that possession has been delivered by the Developer to the Allottee and the date of commencement of liability shall thus be date of such deemed possession.
- 7.6.** The conveyance deed in favour of the Allottee shall be offered and carried out by the Promoter within three 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 completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

8. COMMON EXPENSES / MAINTENANCE EXPENSES shall mean and include all expenses for the maintenance management upkeep operation and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the co-owners and all other expenses for the common purposes

(including those mentioned in the FOURTH SCHEDULE hereunder written) to be contributed and shared by the Co-owners.

8.1. Failure of Allottee to take possession of Apartment- Upon receiving a written intimation from the Promoter in terms hereof, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided as hereinabove above, such Allottee shall continue to be liable to pay maintenance charges as specified herein.

7.4 Possession by the Allottee-After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

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

7.5 Cancellation by Allottee- The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

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

- 7.7 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in **Para 7.1 above**; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 forty-five days of it becoming due:

Provided that where if the Allottee does not intent 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, 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 and 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 created by the Promoter;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building, and Apartment and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and possession of the Apartment 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) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties herein, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the 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 for the delayed period; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for 2 (Two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules until actually paid or the agreement coming to an end pursuant to expiry of termination notice in terms hereof.
- (ii) In case of Default by Allottee under the conditions 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 in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT :**

10.1 The Promoter, on receipt of Total Price of the Apartment **per Para 1.2 under the Agreement** from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that the conveyance deed in favour of the Allottee shall be offered or carried out by the Promoter within three months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, and/or registration charges within the period mentioned in the notice, , the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain the 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 upto the date of

handover of possession of the Apartment has been included in the Total Price of the Apartment.

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) 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/maintenanceagency/Association of Allottees, as the case may be, shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and Service Areas: - The basement(s) and service areas, if any, as located within the (Project name), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees for rendering maintenance services.

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

- 15.1 Subject to **Para 12** above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the 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 said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the color scheme of outer wall or painting of the exterior side of 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 wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by the Association of Allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee has not paid, in full, the consideration and/or other amounts and/or deposits, agreed to be paid and/or deposited hereunder or is in default in performing any of his obligations and covenants herein contained.
- 15.5 Save the said Apartment, the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of the other Units and/or Apartments or spaces or constructed areas or parking spaces or the lawn/open space at the said premises.

15.6 The Allottee shall not make any additions or alterations in the Apartment as may cause blockage or interruption in the smooth flow of Common Areas and/or facilities within the complex and/or to cause any structural damage or encroachment on the structures of the Buildings in the complex;

15.7 The Allottee shall not sub-divide or demolish any structures of the Apartment or portion thereof or cause to make any new construction in the said Apartment without prior approval and consent of the Developer or the concerned Authority. The Allottee shall not change the color or façade of the outer walls of the Apartment;

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 Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the [**The West Bengal Apartment Ownership (Amendment) Act, 2015**]relevant acts. The promoter showing compliance of various laws/ regulations as applicable in the relevant laws.

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 this 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), if so decided by and in such case as and when intimated by the Promoter. If the Allottee 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 Allottee(s) 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 as provided in **Schedule - E** written herein below including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on 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 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 WHEREVERREFERRED 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 the 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 concerned Registering Authority [office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar)]. Hence, this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

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

M/s W.B Estate Developers	Allottee(s) name
B.B.D Sarani, P.O – Ghoshpara, P.S – Nischinda, Bally, Howrah - 711227	-Address.....

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

All or any dispute arising out of 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 discussions, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

- :: SCHEDULE "A" REFERRED TO ABOVE ::-

i) ALL THAT Piece and Parcel of Bastu Land measuring more or less 12 Cottah 14 Chittak along with 100 Sq.ft. R.T. Shed Structure standing thereon lying and situated at Mouza Bally, J.L. No. 14, R.S. Khatian No. 2611 under R.S. Plot No. 2996 , L.R. Dag No. , P.S. Nischinda (Former Bally), District Howrah within the ambit of Nischinda Gram Panchayet together with all sorts of easement rights over the common passage attached thereto and all sorts of other rights attached thereto within the Jurisdiction of District Sub - Registrar and Additional District Sub-Registrar at Howrah, which is butted and bounded as follows :-

ON THE NORTH : 20 ft wide Road.

ON THE SOUTH : House of Biswanath Banerjee.

ON THE EAST : 8 ft wide Road.

ON THE WEST : Children Park.

ii) ALL THAT Piece and Parcel of Land measuring more or less 5 Cottah along with 100 Sq.ft R.T. Shed structure standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S.. Khatian No. 7398 under R.S. Dag No. 2995, P.S. – Nischinda (previously Bally), District Howrah under Nischinda Gram Panchayet together with all sorts of easement rights over the common passage attached thereto within the Jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Howrah together with rights over the common passage and all sorts of other rights attached thereto, which is butted and bounded as follows :-

ON THE NORTH : Land of Nihar Kona Singha Roy.

ON THE SOUTH : House of A. Mazumder and Ratan Singh

ON THE EAST : Part Land of Biswanath Banerjee .

ON THE WEST : Motigarh Colony.

- :: THE “B” SCHEDULE ABOVE REFERRED TO ::-

ALL THAT piece and parcel of a self contained residential **Flat No. ‘3B’**, situated in the Third Floor , **North West** side, (Three bed rooms, Two toilet, and One dining cum open kitchen and Two Balcony) namely “ HOME GREEN APARTMENT- 5, of Arunavo Sarani (Napit Para), P.O. – Ghoshpara, P.S. – Nischinda, Howrah – 711227 **measuring an area more or less 1020 Square feet** (approx) inclusive of Super built-up/Service be the same a little more or less together with undivided proportionate share in the land beneath the building and common facilities, common service area, including all fixtures, sanitary and electrical installation and fitting inside the said flat and car Parking Space in the said Multistoried building as would be constructed on the piece of land comprised in Mouza Bally, J.L. No. 14, R.S. Khatian Nos. 2611 and 7398 under R.S. Plot Nos. 2996 and 2995 respectively, P.S. Nischinda (Formelly Bally), District- Howrah within the ambit of Nischinda Gram Panchayet, within the jurisdiction of District Registrar and Additional District Sub-Registrar at Howrah, as described in the ‘A’ Schedule herein above and bounded as follows :-

ON THE NORTH : 20 ft wide Road.

ON THE SOUTH : Open to Sky.

ON THE EAST : Fat No. 3A.

ON THE WEST : Open to Sky.

-:: SCHEDULE ‘C’ ABOVE REFERRED TO::-

(Particulars of Specification for Construction)

1. FOUNDATION : RCC Foundation, RCC frame structure and RCC roofs.

2. WALL : AAC Block or Brick wall for outer wall 8" (eight) and inner wall 5' (five) with specific plaster and wall putti inside the flat with Primer
3. FLOOR : Floor will be Tiles.
4. DOOR : Door frames will be of good quality sal wood and all doors will be commercial flash doors (Only main Door Wooden).
5. WINDOWS : All windows will be of Aluminum sliding with glass panel .
6. KITCHEN : Tiles floor, black stone on cooking platform, one sink with one tap water point and upto 2 (two) feet height glazed tiles over the cooking platform.
7. TOILET : Creative tiles/glazed tiles upto 6 (Six) feet height, Tiles floor concealed pipe line and one shower and two tap water points, Indian or Western pan and flash point.
8. ELECTRIC WIRING: Concealed electric wiring with switch board three light points and one fan point and one plug point in each bed room, one light point and exhaust fan point and one plug point in the kitchen and one light point and one exhaust fan point in the toilet and bath and one fan point, three light point and one fan point and one plug point in the dining cum open space of the flat, one T.V./ Freeze point. All electric meters shall be installed under staircase (Maximum 40 points. After 40 point will be charge Rs. 400/- extra per point).
9. STAIRCASE : Marble finished.
10. WATER SUPPLY : Water supply through Boring.
11. EXTRA WORK : For extra work other than the above mentioned specification, Purchaser will be liable to pay extra amount in advance before completion of the work.
12. GST Extra as applicable.

13. Maintenance charge will be 1.50 per sft

-:: SCHEDULE - 'D' ::- (Common Areas of the entire building)

1. Septic Chamber.
2. Underground and overhead water reservoir with Motor Pump.
3. Electric meter to be installed under the ground floor, staircase.
4. Staircase landing from ground floor resting on the top floor roof.
5. Open space on the North, South, East and West.
6. Electric charges of the entire common area will be borne by the all Flat OWNERS.
7. Lift.
8. Other common areas which are not specifically mentioned.
9. Roof.

-:: THE "E" SCHEDULE ABOVE REFERRED TO ::- (Mode of Payment)

- a) At the time of execution of this Agreement : 20%
- b) At the time of roof casting : 30%.
- c) At the time of brick work : 20 %.
- d) At the time of flooring : 20%.
- e) At the time of execution of Sale Deed or : 10%

At the time of giving possession of the flat Which ever is earlier.

MEMO OF CONSIDERATION

Received an earnest money for the sum of **Rs.000,000/-** () from the Purchaser out of total consideration money in the manner as follows :-

Date	Cheque No.	Bank Name
Amount		

IN WITNESSES WHEREOF the party hereto has hereunder to set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED In the presence of

WITNESSES:

1.

OWNERS

SIGNATURE OF THE

2.

PURCHASER

SIGNATURE OF THE

DEVELOPER

SIGNATURE OF THE

