

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed on this [ ] day of \_\_\_ Two Thousand and Nineteen (2019);

BETWEEN

(1) **SRI KAMAL MONDAL**, Permanent Account No. **BUNPM5535J**, Aadhaar, \_\_\_\_\_), son of Late Gobindalal Mondal, by faith Hindu, by occupation- Business, permanently residing at 52, Rahim Ostagar Road, Police Station: Lake, Kolkata: 700045 (2) **SRI NEMAI MONDAL**, Permanent Account No. **AKXPM4488M**, AadhaarNo. \_\_\_\_\_), son of Late Pramatha Chandra Mondal, by faith Hindu, by occupation Business, permanently residing at 52, Rahim Ostagar Road, Police Station: Lake, Kolkata: 700045, hereinafter collectively referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRSTPART** (the Owners herein **Kamal Mondal And Kanai Mondal** represented by their Constituted Attorney **SRI Mohan Kumar Roy Account No AEQPR4761P**, Aadhaar, \_\_\_\_\_), son of Sri Janak Roy, a Hindu businessman, by Nationality - Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata - 700045, by virtue of a Power of Attorney dated 18<sup>th</sup> April, 2017, registered in the Office of ADSR



Alipore, 24 Parganas (S) in Book No. I, Volume No. 1605-2017, pages 55280-55296, being Deed No. 160502133 for the year 2017 )

**AND**

**SRI MOHAN KUMAR ROY, Permanent Account No AEQPR4761P, Aadhaar.** \_\_\_\_\_), son of Sri Janak Roy, a Hindu businessman, by Nationality – Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata – 700045, carrying on a proprietor ship Business under the name and style of “**BIDYARTHI BUILDERS**” having its office at 599, Lake Gardens, PS-Lake, Kolkata-700045, hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and/or assigns) of the **SECOND PART**

**AND**

Mr. \_\_\_\_\_, **Permanent Account No** \_\_\_\_\_, (AadhaarNo. \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives, successors-in-interest and/or assigns) of the **THIRD PART**;

[OR]

(Please insert details of other allottee(s) in case of more than one allottee)

**The Owners, Developer and the Allottee shall hereinafter collectively be referred to as the “parties”, and individually as a “party”.**

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

- a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017) as amended from time to time;
- b) “**Appropriate Government**” means the State Government;
- c) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended from time to time;
- e) Words and expressions used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.
- f) “**Section**” means a section of the Act.



WHEREAS:

- A. The Owner is the absolute and lawful owner of the (**Said Premises /Project Land**) more fully described in **Part – I** of the **FIRST SCHEDULE** and thereafter the Owners herein has executed a registered development Agreement with the Developer in respect of the Project Land hereto, the particulars of title whereof are more fully described in **Part – II** of the **FIRST SCHEDULE** hereto (**Devolution of Title**).
- B. The Project Land is intended for the purpose of development of an integrated housing project thereon, proposed to be named as “**MAA**” comprising of apartments, commercial Space, Car Parking / Garages and other spaces and common areas (“**Project**”).
- C. The Developer has sanctioned the plan from the Kolkata Municipal Corporation a plan, vide Building Permit No.2019100105 dated 25<sup>th</sup> September 2019 for construction of a single block of building comprising of various independent apartments on the Project Land (“**Said Plan**”) more fully described in **Part – III** of the **FIRST SCHEDULE** with provisions for amenities and facilities to be used in common by all occupants / allottees of the entire Project in due course. The Owner agrees and undertakes that it shall not make any changes to these approved plans except in compliance with applicable laws.
- D. The Owner and the Developer is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner regarding the said Project Land on which the said Project is to be constructed, have been completed.
- E. The Allottee has applied for allotment of an apartment in the said Project under development vide application No. [■] dated [■] (“**Application Form**”) and has been allotted Unit /Apartment No. [■] comprising of [■] Nos. of exclusive balcony / verandah measuring [■] square feet in total attached thereto on the [■] floor of the Building and containing a carpet area of [■] square feet (excluding the area of the balcony / verandah), built-up area of [■] square feet or chargeable area of [■] square feet), more fully mentioned and described in **Part-I** of the **Second Schedule** hereunder written hereunder written, **And Together With** pro rata share in the common areas, amenities and facilities of the said Premises /Project Land (hereinafter collectively referred to as the “**Common Areas**” and more fully mentioned and described in the **THIRD SCHEDULE** hereto) (all hereinafter collectively referred to as the “**said Apartment**”) **And Together With** [■] Nos. of car parking space and/or right thereto, more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto) **And Together With** the right to use and enjoy the Common Areas in common with the other allottees / occupiers of the Project more fully mentioned and described in **Part – I and II** of the **Third Schedule** hereto ( hereinafter referred to as “**Common Areas, Amenities And Facilities**”). )
- F. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.



- G. It is hereby agreed that the Application Form shall be deemed to be a part of this Agreement.
- H. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- I. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owner and the Developer hereby agrees to transfer its right title and interest in the said Apartment together with the pro rata share in the Common Areas of the Project under development and together with the right to enjoy the Common Areas of the Project and the Allottee hereby agrees to purchase the said Apartment.
- K. It has been agreed by the parties that the Association of all the allottees of the Project, as and when formed upon completion of the Project in its entirety, shall hold the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto for the common use and enjoyment of the same by all the allottees / occupiers of the Project.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and for 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 Owner and the Developer** agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment, as specified in para E above.
- 1.2 The Total Consideration for the Apartment is Rs. .... /- (Rupees ..... only) ("**Total Consideration**"):-

Apartment No. _____ Type _____ Floor _____	
Total Carpet Area (sq. ft.) _____	
Total Exclusive Balcony Area (sq. ft.) : _____	
Total Built Up Area (sq. ft.) : _____	
Total Chargeable Area (sq. ft.): _____	
Type of Parking earmarked: _____	Amount (Rs.)



(A) Consideration for the Apartment inclusive of cost of exclusive balcony or verandah and proportionate share of Common Areas.	
(B) Total Consideration of Apartment	

Explanation:

- (i) The Total Consideration above includes the Booking Amount paid by the Allottee to the Developer but excludes GST payable towards the Apartment.
- (ii) The Total Price of the said Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) ("Total Price"), only which includes taxes (consisting of tax paid or payable by the Developer by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) of Rs. \_\_\_\_\_/-Rupees \_\_\_\_\_) only being GST @ 5 % on the amount of the said Total Consideration referred to in Explanation (i) above, up to the date of handing over the possession of the Apartment to the Allottee and the Common Areas of the Project to the Association of all the allottees after obtaining the completion certificate. The mutually agreed Total Price is after consideration of Input Tax Credit as required under Section 171 of the GST Act, 2017.
- Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Owner shall be increased / reduced based on such change / modification.
- Provided further that if there is any increase in the taxes after the expiry of the scheduled Committed date of completion of the Project (as may be extended), the same shall not be charged from the Allottee.
- (iii) The Developer 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 Developer within the time and in the manner specified therein ("Demand Letter"). In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges but excluding the extra development charges mentioned hereunder for, cost of providing electrical connectivity from LT Meter to the Apartment, and proportionate cost of providing all common services for the said Project, including but not limited to lift, water line and plumbing, marbles, tiles, doors, windows, fire



detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment, as per Specifications mentioned in **FIFTH SCHEDULE** below.

- (v) The Total Price may also change with the increase or decrease in the areas of the Apartment upto a maximum of 3% (three percent) of the carpet area of the Apartment, which shall finally be determined by the Project Architect(s) upon completion of construction. However, in case of any deviation in excess of 3% of the areas of the Apartment, express consent of the Allottee will be required in writing when, it shall be the option of the Allottee, either to accept such deviation and pay the revised Total Price and other amounts, or, to terminate this Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of cost of materials and labours, 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 till the completion of the Project. The Developer undertakes and agrees that while raising a Demand Letter on the Allottee for increase in cost of materials and labours, development charges, costs / charges imposed by the competent authorities, the Developer shall enclose relevant document for proof of such increase including any notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make payment of the Total Consideration, as mentioned in clause 1.2 above, as per the payment plan set out in the **FOURTH SCHEDULE** hereto, together with other payments, like GST, Extras, Deposits and Other Charges as are required to be paid respectively, as contained in this Agreement. ("Payment Plan") or, as and when being demanded by the Developer, as the case may be, subject to such revisions, as may be made in terms of this Agreement.
- 1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments with such amounts, as may be mutually agreed by the Developer and the Allottee. The provision of such rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Developer.
- 1.6 It is agreed that the Developer 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 (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment or



building, as the case may be without the previous written consent of the Allottee. Provided That the Developer may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Project Architect(s) and/or such other minor changes or alterations in accordance with the applicable laws.

- 1.7 The Allottee(s) agree(s) that he/she/they is/are aware that the Developer is developing the Project comprising both, residential as well as commercial Unit.
- 1.8 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary to the above.
- 1.9 The Common Areas shall always be and remain subject to change and modifications, as may be deemed fit and necessary by the Developer and/or as may be advised by the Project Architect(s) for betterment of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrances thereto and shall be deemed to have granted an unconditional approval to such changes or modifications in the Common Areas.
- 1.10 The Allottee shall only be entitled to use the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of partition or separation of ownership of any component or constituent of the said Common Areas of the Project.
- 1.11 The Developer shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the said Apartment including the Extras and Deposits shall however be recalculated upon such confirmation by the Owner on Chargeable Area basis. If there is reduction in the carpet area resulting in reduction of the Chargeable Area, then the Developer shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent from the date when such excess amount was paid by the Allottee and/or adjust the same in the next milestone of the Payment Plan, as the case may be. If there is any increase in the carpet area resulting in an increase in the Chargeable Area, which is not more than 3% (three percent) of the carpet area of the Apartment area allotted to Allottee, the Developer may demand the increased amount from the Allottee in the next milestone of the Payment Plan as provided in the **FOURTH SCHEDULE** hereto or otherwise mentioned in this Agreement. In such case, a revised Total Price sheet together with revised Payment Plan shall be drawn and given to the Allottee after giving effect to the change in such areas. Such revised sheet shall be



deemed to be a part of this Agreement.

- 1.12 Subject to para 9.3, the Owner agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share / interest of the Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas of the Project along with other occupants, maintenance staff, etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of all the allottees after duly obtaining the completion certificate from the competent authority for the Project.
  - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be, subject however to the prior intimation to and written permission of the Developer. Any such visit shall always be subject to Allottee following the norms of safety for such visit and inspection, as may be prescribed by the Developer and/or the Project Architect(s) or the Site Engineer.
- 1.13 It is made clear by the Owner and the Allottee agrees that the said Apartment and garages / car parking spaces as earmarked by the Developer, as morefully described in **PART-I and, PART-II** of the **SECOND SCHEDULE** hereunder written, shall be treated as a single indivisible apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project 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 use and enjoyment of the allottees of the Project.
- 1.14 The Developer agrees to pay all outgoings before transferring the physical possession of the apartments to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the





cost of any legal proceedings which may be taken therefore by such authority or person. Provided However that the Developer shall not be liable or continue to remain liable for any such outgoings for which it has not received any payments from the Allottee. The Developer will however also not be responsible for the above in case the Owner has offered possession and the Allottee has refused or neglected or delayed in taking such possession within two months of the Project Completion Date for any reason whatsoever. All such liabilities and outgoings shall be deemed to be the liability of the Allottee from the date falling next after the expiry of two months from the Project Completion Date when the Allottee for all purposes will be deemed to have taken possession of the Apartment in accordance with the terms of this Agreement ("**Deemed Possession Date**").

- 1.15 The Allottee has paid a total sum of Rs. [■] /- (Rupees [ ] only) including booking amount of Rs. .... /- (Rupees )( "**Booking Amount**"). Plus GST @5% at or before the execution of this Agreement, being part payment towards the Total Price of the said Apartment which includes TDS amount of Rs. /- (Rupees ) and which amount includes the application deposit of Rs.[■] /- (Rupees [■] only) paid by the Allottee at the time of his application for allotment of the said Apartment in the Project (the receipt of which the Developer hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan in the **FOURTH SCHEDULE** hereto and/or other amounts mentioned in this Agreement as may be demanded by the Developer 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 equivalent to Prime Lending Rate of State Bank of India plus two per cent.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments within the stipulated time mentioned in the Demand Letter issued by the Developer from time to time in accordance with the Payment Plan mentioned in the **FOURTH SCHEDULE** below or otherwise mentioned in this Agreement through Account Payee cheque / demand draft / banker's cheque or online payment (as applicable) in favour of Bidyarthi Builders 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 and Regulations made thereunder or any statutory amendments / modification(s) made thereof and all other applicable laws including that of remittance of payment on acquisition / sale / transfer of immovable properties in India.



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

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

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

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

5. **TIME IS ESSENCE:**

The Developer shall abide by the time schedule for completing the Project, as disclosed, and towards handing over the said Apartment to the Allottee and the Common Areas to the association of the Allottees. Similarly, the Allottee shall also abide by the time schedule in respect of making Payments to the Developer as mentioned hereunder or as mentioned in the Demand Letter that may be raised from time to time by the Developer under or in pursuance of this Agreement.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been duly designed by the Project Architect(s) and approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance



with the said layout plans, floor plans and specifications, amenities and facilities, subject however to such minor architectural or structural changes as may be advised by the Project Architect(s) or project consultants and/or the competent authority in accordance with the applicable laws.

## 7. POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the said Apartment** - The Developer agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with right to use the Common Areas with all specifications, amenities and facilities of the Project in place within 31<sup>st</sup> December 2022, ("**Committed Possession Date**") unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other reason beyond the reasonable control of the Developer affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the Allottee within 45 (forty-five) days from that date. The Developer shall intimate the Allottee about such termination at least 30 (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 Developer and/or the Apartment and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession and registration of Deed of Conveyance** : The Developer, upon obtaining the completion certificate from the competent authority ("**Project Completion Date**"), shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 15 days from the Project Completion Date after making full payment of the Total Price to the Developer together with other applicable payments as per terms of this Agreement and by executing necessary indemnities, undertakings and such other documents as may be required for taking possession of the said Apartment and the Developer shall give possession of the said Apartment to the Allottee.
- 7.3 Simultaneously with the offer for possession, as aforesaid, the Developer shall also call upon the Allottee to get the said Apartment registered in his name by registration of the Deed of Conveyance in respect thereof within One Month from the Project Completion Date. The Developer agrees and undertakes to indemnify the Allottee in case of failure of



fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking actual possession or from the Deemed Possession Date, whichever is earlier, agree(s) to pay the **maintenance charges and common expenses**, particulars whereof are more particularly mentioned in the **SIXTH SCHEDULE** hereunder written, and/or as determined by the Developer / Association of allottees, as the case may be, after the issuance of the completion certificate for the Project. The Developer shall hand over copy of the completion certificate to the Allottee at the time of conveyance of the said Apartment. Similarly, in case the Allottee does not or is not able to or willfully delays in having its Deed of Conveyance in respect of the said Apartment registered within the prescribed time, then in such case, the Allottee shall keep the Developer indemnified saved and harmless of from and against all administrative proceeding, costs, charges and damages on any account whatsoever that the Developer might suffer because of such failure of the Allottee.

- 7.4 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Developer as per Para 7.2, the Allottee shall take possession of the Apartment from the Developer. In case the Allottee fails to make full payment of the Total Price including the Extras and Deposits in terms of this Agreement and execute necessary documents to take possession of the said Apartment, it shall be deemed that the Allottee has taken possession of the said Apartment on the Deemed Possession Date and all obligations and outgoings in respect of the said Apartment like maintenance charges, property rates and taxes, etc., payable in respect of the said Apartment shall become immediately applicable and payable by the Allottee.
- 7.5 **Formation of Association after Project Completion** – After obtaining the completion certificate and handing over physical or deemed possession of the Apartment, as the case may be, to the allottees, it shall be the responsibility of the Developer to get an Association formed for the purpose of maintenance of the Project in general and the Common Areas in particular within 3 (three) years of the Project Completion Date or as prescribed by the local laws, whichever is later, and hand over the necessary documents and plans, including the Common Areas, to the said association.
- 7.6 **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 the Agreement / withdraw from the Project without any fault of the Owner Developer, the Developer herein is entitled to forfeit the Booking Amount plus GST, as applicable. (“**Cancellation Fees**”). The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 90 days of such cancellation.
- 7.7 **Cancellation by Developer** – The Allottee agrees that the Developer shall be entitled at its option to cancel this Agreement at any time in the following cases :-



- (i) If the delay or default of the Allottee to honour any Demand Letter issued by the Owner in terms of this Agreement continues for a period more than 3 (three) months of such Demand Letter, whether or not any reminder has been given by the Owner to the Allottee in respect thereof;
- (ii) If the Allottee is found to be of unsound mind or declared to be insolvent;
- (iii) If the amounts paid by the Allottee is found to be from unlawful sources;
- (iv) If the Allottee is found to have misrepresented any facts in the Application Form or at any other stage to the Developer.

In any of the aforesaid cases, the Developer shall be entitled to deduct the Cancellation Fees and pay the balance amounts to the Allottee within 90 (ninety) days from the date of such termination / cancellation.

- 7.8 **Compensation** — The Developer 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 applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the Owner within the Committed Possession Date, as 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, (iii) for any other reason, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, the Developer shall be liable, to return the total amount received by him in respect of the Apartment, on demand to the Allottees, with interest at prevailing Prime Lending Rate of the State Bank of India plus two percent including compensation in the manner as provided under applicable laws within 90 (ninety) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Developer 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 Developer to the Allottee within 90 (ninety days) of it becoming due.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Project Land and the requisite lawful rights and the Developer have requisite approvals from the competent authorities to carry out development of the said Project;



- (ii) There are no encumbrances upon the said Land and/or the Project, except as follows:
- (a) There is a common drainage / sewer line of adjacent premises passing through the Project Land since long and the Allottee and the other allottees of the Project and/or the association of such allottees shall never object to such sewer line of the adjacent premises and shall allow the owners and occupiers of such adjacent premises to enter into the Project Land to maintain the same at their own cost, as and when required. In case the Association had to do any maintenance of such drainage / sewer line, then the Association shall have the right to claim the maintenance amount from the Apartment holders of the adjacent premises. In case the Apartment holders of the adjacent premises are non-cooperative in maintaining such drainage / sewage line, then the Allottee and the other allottees and/or the Association of all the allottees of the Project shall have the right (but not obligation) to approach and request the local authorities to divert / route such drainage / sewer line outside the boundary of the Project Land.
- (iii) There are no litigations pending as of this date before any court of law or authority with respect to the Said Premises/ Project Land or the Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, Said Premises/ Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas;
- (v) The Owner and the Developer 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 be prejudicially affected;
- (vi) The Owner and the Developer 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 Premises/ Project Land, including the said Apartment, which will in any manner affect the rights of the Allottee under this Agreement;
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) Subject to the Allottee complying with his/her/their obligations contained in this Agreement, the Developer shall, on or before registration of the Conveyance



Deed of the said Apartment, hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;

- (x) The said Apartment 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 said Apartment;
- (xi) The Developer has duly paid and shall continue to be liable 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 of the Project has been issued;
- (xii) As of this date, 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 Premises/ Project Land has been received by or served upon the Owner and the Developer in respect of the Said Premises/ Project Land.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Developer fails to provide ready to move in possession of the Apartment to the Allottee within the Committed Completion Date as 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 concerned 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, and for which completion certificate has been issued by the competent authority;
- (ii) Discontinuance of the Developer business as a Developer at any stage of the Project on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Developer at any stage under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Developer as demanded by the Developer . If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, Provided That nothing



herein contained shall entitle the Allottee to stop payment of the amounts payable for the previous stages or previous milestones as per the Payment Plan; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer 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 90 (ninety) 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 Developer, 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 Developer to the Allottee within 90 (ninety) 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 in accordance with the demands made by the Developer from time to time as per the Payment Plan mentioned in the **FOURTH SCHEDULE** hereto or otherwise mentioned in this Agreement, despite having been issued notice in that regard. The Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules from the date of default till actual payment is made;
- (ii) In case of default by Allottee under the condition listed above for a period beyond 3 (three) consecutive months, the Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the balance money paid to Developer by the Allottee after deducting Cancellation Fees and this Agreement shall thereupon stand terminated and the Developer shall be eligible to allot the said Apartment to other intending allottee.

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

The Developer, on receipt of the Completion Certificate will call upon the Allottee to make payment of balance of the Total Price and other amounts agreed to be paid by the Allottee under or pursuant to this Agreement and to get the Deed of Conveyance of the said Unit/Apartment registered in his name within 15 (fifteen) days of the Project Completion Date. The Developer shall on receipt of the Total Price of the Apartment as per para 1.2 of this Agreement from the Allottee, execute the Deed of Conveyance and convey the title of the said Apartment together with right to use the Common Areas in favour of the Allottee. However, in case the Allottee has taken possession of the said Apartment but fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice so as to enable the Developer to have the Deed of Conveyance of the said Apartment registered in his favour, the Developer shall be entitled to proceed against the Allottee in accordance with the applicable law and the





Allottee agrees to indemnify and keep the Developer saved, harmless and indemnified of from and against all administrative charges, actions, suits, proceedings, costs, claims, demands and damages, which the Developer may suffer or be put to due to such inaction and/or default of the Allottee.

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

The Developer shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association after the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment in the form of Maintenance Charge Deposit for 1 (one) year of estimated costs. In case the formation of the Association is delayed beyond the said period, the Developer shall continue to manage and maintain the essential services in the said Project till the Association is formed and the said Project generally and the Common Areas in particular are handed over to the Association and the Allottees shall be liable to pay to the Developer the charges for such maintenance as fixed by the Developer at actual.

**12. COMMON AREAS AND ITS HAND OVER TO THE ASSOCIATION:**

The maintenance of the Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association including payment of membership charge to become member or shareholder of such Association.

The Developer shall at an appropriate time within a maximum period of 3 (three) years of the Project Completion Date, notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments of the Project) in accordance with the West Bengal Apartment Ownership Act, 1972, so as to enable them to constitute/form such Association.

- 13. Interim Maintenance Period:** During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Developer shall through itself or through a facility management company, run, operate, manage and maintain the Common Areas in the manner as follows:

- (i) The Developer shall be responsible for the maintenance and operation of the Common Areas including for providing the required manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.



- (ii) The maintenance and management of Common Areas will primarily include but not limited to maintenance of water works, common electrical installations, landscaping, driveways, parking areas, lobbies, lifts and staircases. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- (iii) The Rules / Bye Laws to regulate the use and maintenance of the Common Areas shall, during the interim maintenance period, be framed by the Developer with such restrictions and charges as may be deemed necessary for proper maintenance.
- (iv) After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye-laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

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

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

**15. USAGE:**

**Use of service / reserved areas:**

The service / reserved areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electrical sub-station, transformer, set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any other manner whatsoever.

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

- 16.1 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 Common Areas, including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable condition and 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.

- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute his electrical load within the Apartment in conformity with the electrical design made by the electrical consultant of the Developer. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **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.

18. **ADDITIONAL CONSTRUCTIONS:**

The Allottee agrees that, in addition to all minor changes, as provided in the Act, the Developer shall have the right to make additions and/or alterations or to put up additional Floor and/or structure(s)/constructions anywhere in the Project subject to condition that revised building plan has been approved by the competent authority(ies) and also that express consent have been obtained from two-third of the allottees of the Project or as provided in the Act, as amended from time to time.

19. **OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement, it 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.

20. **APARTMENT OWNERSHIP ACT:**

The Developer 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 Developer will show compliance of various laws/regulations as applicable in West Bengal.



21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Registrar or Sub-Registrar or District Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar or Sub-Registrar or District Registrar for its registration as and when intimated by the Developer, then the Developer 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, the 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.

22. **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, as the case may be.

23. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

24. **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 will go along with the Apartment for all intents and purposes.

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

25.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [FOURTH SCHEDULE] or otherwise mentioned in this Agreement 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 Developer in the case of one



Allottee shall not be construed to be a precedence and/or binding on the Developer to exercise such discretion in the case of other allottees.

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

26. **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.

27. **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 the Project, the same shall be the proportion which the Built-up area of the Apartment bears to the total Built-up area of all the Apartments in the Project.

28. **FURTHER ASSURANCES:**

All 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.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory, at the Developer's office, or at some other place, which may be mutually agreed between the Owner and the Allottee, in Kolkata after the Agreement is duly executed by the Developer and the Allottee registered at the office of the Registrar or Sub Registrar or District Registrar for registration, in terms of para 23 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**



All notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by speed post, or registered post or by email at their respective addresses specified below:

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

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

(Allottee email id): \_\_\_\_\_

Developer name \_\_\_\_\_

(Developer Address) \_\_\_\_\_

(Developer email id): \_\_\_\_\_

It shall be the duty of the Allottee and the Developer to inform each other of any change in the above details 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 Developer or the Allottee, as the case may be.

31. **JOINT ALLOTTEES:**

That in case there are joint allottees, all communications shall be sent by the Developer 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.

32. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, 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 and regulations made thereunder.

33. **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.

34. **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 through the Authority appointed under the Act.

### 35. OTHER TERMS AND CONDITIONS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Developer and Allottee to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the sub-clauses in clause 35 hereinafter contained shall prevail).

**35.1 Security Deposit for Municipal Rates & Taxes and other Misc Expenses:** An amount calculated @ Rs.5/- (Rupees Five only) per Square Foot of the chargeable area of the said Apartment as security deposit for payment of any proportionate share of municipal rates & taxes including without limitation the property tax, water tax and/or any other Government levies and other miscellaneous expenses payable by the Allottee for the said Apartment, if required to be paid by the Developer and/or the Association on behalf of the Allottee, till such time the said Apartment is separately mutated in the name of the Allottee for payment of all such rates and taxes. After completion of mutation process in the records of the KMC, any amount remaining in the hands of the Developer after adjustment of all payments and outgoings, shall be refunded by the Developer to the Allottee. Similarly, in case of any deficit, the Developer will be entitled to charge the Allottee to make up such deficit and the Allottee agrees to make up such deficit by making necessary payments to the Developer and/or the Association immediately on demand. The said deposit shall be paid by the Allottee to the Developer on or before the time of taking possession of the said Apartment.

**35.2 Maintenance Charges Deposit:** An amount calculated @ Rs.3/- (Rupees Three) on the Chargeable Area of the said Apartment shall be paid by the Allottee as maintenance charges deposit estimated GST @18%. This amount is payable by the Allottee to the Developer on or before Possession Date. In case the maintenance charges increase, the Allottee shall have to pay the increased amount of maintenance charges to the Owner. The Developer or the association maintaining the said Project Land shall raise bills on monthly basis with GST (if applicable) and an amount equal to the billed amount shall be deducted from this deposit amount.



### 35.3 Other Charges

The Other amounts payable by the Allottee to the Developer in addition to the Total Price of the Apartment, as referred to in clause 1.2 of this Agreement, shall be paid by the Allottee payable to respective parties in the following manner

1. **Legal Charges:** The sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) plus Taxes if any shall be paid by the Allottee as costs for preparation of this Agreement for Sale and also the Deed of Conveyance of the said Apartment including all other documents in connection with or related to the sale of the said Apartment by the Owner to the Allottee. Out of the said total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Allottee together with taxes, if any, at or before the execution hereof and the balance sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) together with taxes, if any, shall be paid before registration of the Deed of Conveyance or the Possession Date, whichever is earlier. This charge however is not inclusive of any out of pocket expenses and also the expenses to be incurred by the Allottee for registering this Agreement for Sale or the Deed of Conveyance in respect of the said Apartment, which shall be payable separately by the Allottee to the Developer within 7 (seven) days of being called upon to do so. The said charges are ultimately payable in favour of \_\_\_\_\_.
2. **Interest on Delayed Payment:** In case of delayed payment by the Allottee 12% interest will be charged on the Allottee on any payments in terms of this Agreement, the Allottee shall be liable to pay GST on such interest too, as may be applicable from time to time. The interest together with applicable GST shall be paid immediately on demand made in that respect by the Developer to the Allottee.
3. **Cheque dishonor charges:** In case any cheque deposited by the Allottee with the Developer is returned dishonored, a sum of Rs.1,000/- plus GST shall be charged from the Allottee irrespective of the reason of such cheque dishonor and the Allottee agrees to pay such sum immediately on demand by the Owner.

### 35.4 DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:

Failure to pay Maintenance Charges, Electricity Charges, usage charges, if any, Facility Usage charges, if any within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 1% per month or part on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment. Moreover, if the default continues for more than 3 months, then the Developer / Association (upon formation and handover) may:-





- (i) Adjust the Maintenance Fund of the allottee for making payments for common purposes.
- (ii) In case, allottee is a regular defaulter, ask allottee to make further investment of Maintenance fund or ask for advance payments of maintenance charges as the owner/association as the case may be deem fit.
- (iii) Restrict the use of certain common facilities like lift, housekeeping etc. till the total liability is cleared.

### 35.5 Payment of Total Price prior to Possession:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the said Apartment till such time the Allottee has paid the entirety of the Total Price and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the said Apartment.

## 36. COVENANTS:

### 36.1 Allottee's Covenants:

The Allottee covenants with the Developer (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

#### 36.1.1 Allottee aware of and satisfied with Common Areas, amenities and facilities and specifications:

The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Developer to the Project Land and the Project approvals, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

The Allottee further agrees and understands that the Developer shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Developer or its men and agents within the Project premises for accessing such signages and/or display boards.

#### 36.1.2 Allottee to mutate and pay rates & taxes:



The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Owner/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

#### 36.1.3 Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Developer or Association (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 maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Developer or Association (upon formation).

#### 36.1.4 Charge / Lien:

The Developer shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Developer provided however, if the said Apartment is purchased with assistance of a financial institution, then such charge / lien of the Developer shall stand extinguished on the financial institution provided all dues payable to the Owner are cleared by the Allottee and/or such financial institution.

#### 36.1.5 No rights of or obstruction by Allottee:

All open areas in the Project proposed to be used for open car parking spaces and as sanctioned by KMC do not form part of the Common Areas within the meaning of this Agreement.

Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land and the owners / association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touch-up work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.



### 36.1.6 Variable Nature of Land Share and Share In Common Areas:

The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short "the said Land Share") shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all apartments in the Project, (2) if the total carpet area of the Project is recomputed by the Owner or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owner, in its absolute discretion.

### 36.1.7 Obligations of Allottee:

The Allottee shall:

- (a) **Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Owner/Association (upon formation), as applicable,
- (b) **Observing Rules:** Observe the rules framed from time to time by the Owner/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- (c) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of possession, wholly for the Said Apartment and proportionately for the Common Areas, facilities and amenities.
- (d) **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, and telephone cables to the said Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Owner or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Developer /Association (upon formation).
- (e) **Use of the Apartment:** Use the Apartment for its sanctioned use or purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess,



hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) **Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment at the cost of the Allottee.
- (g) **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- (i) **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 the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Owner and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Owner and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (j) **No Grills:** Not install any grill on the balcony or verandah save and except as provided by the Owner as advised by the Project Architect(s).
- (k) **No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (l) **No Change of Name:** Not to change / alter / modify the name of the Building or Club from that mentioned in this Agreement. However, the Developer shall have the right to alter the name of the said Club Upavan and/or its facilities / areas to any other name, as the Developer may in its sole discretion deem fit.
- (m) **No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the Garage 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 the Owner or other occupants of the Building and/or the neighboring 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 others.



- (n) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles in the Common Areas including floor corridors, areas immediately outside the main entrance of the said Apartment and areas under ground staircase, etc.
- (o) **No Obstruction to Owner/Association:** Not to obstruct the Developer / Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Developer in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- (p) **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.
- (q) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Developer / Association (upon formation) for the use of the Common Areas, amenities and facilities.
- (r) **No Throwing Refuse:** Not to 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 thereof.
- (s) **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Garage space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (t) **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building/Project.
- (u) **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building 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 said Apartment.
- (v) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- (w) **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Apartment/Project.
- (x) **No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the



Allottee, the Allottee shall compensate for the same as decided by the Developer and/or the Association.

- (y) **No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas of the Said Apartment.
- (z) **No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- (aa) **No Plucking Flowers:** Not to pluck flowers or stems from the gardens.
- (bb) **No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.
- (cc) **No Trespassing:** Not to trespass or allow trespass over any areas exclusively allotted to any allottees or retained by the Owners in the Project including but not limited to the lawns and green plants within the Common Areas.
- (dd) **No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the stretcher lifts and/or staircase of the Building.
- (ce) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.
- (jj) **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- (kk) **Observance of IGBC Norms and Standards:** The Allottee agrees that the Project has been certified as a Green Building Project by the Indian Green Building Council (IGBC) under category GOLD. The Allottee agrees that he shall throughout his period of ownership of the said Apartment follow and abide by the rules and regulations laid down by the IGBC, without any deviation there from, which may result or tend to result in the said Project losing and/or falling in its IGBC certification.
- (ll) **Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Owner / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

#### 36.1.8 Notification regarding Letting / Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Developer /Association (upon formation) of the tenant's/transferee's address and telephone number. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement or the rules and regulations of the Association. Allottee can let-out or transfer only after clearance of all upto date dues of Owner / Association (upon formation).



**36.1.9 No Right in Other Areas:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Apartment and the share in the Common Areas.

**36.1.10 Indemnity:**

The Allottee shall keep the Developer indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Owner and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any misrepresentation of the Allottees, negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

**36.2 Developer's Covenants:**

The Developer's covenants with the Allottee and admits and accepts that:

**36.2.1 No Creation of Encumbrance:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement. This may however not restrict the Developer in creating any charge, mortgage, lien over or in respect of any other apartment or spaces of the Project in terms of the Act or Rules.

**36.2.2 Documentation for Loan:**

The Developer shall provide to the Allottee all available documents pertaining to the said Project so that the Allottee, if eligible, may get loan from banks and financial institutions, if required by the Allottee.

**37 Nomination by Allottee with Consent:**

The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**



The Allottee shall make payment of all dues, including any interest for delay, to the Owner in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate in favour of any third party before the expiry of a period of 24 (twenty-four) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottee.

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ Rs.150/- (Rupees One Hundred and Fifty only) per sq.ft. Plus GST at rates as applicable at the time of such nomination of the chargeable area of the said Apartment if any, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee shall be compensated by the Allottee to the Developer by paying the agreed compensation equivalent to the income tax payable on such nomination. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

39. **Future Contingency and Covenant of Allottee:**

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Developer keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Developer in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Developer or the competent authority as and when called upon by the Developer without any claim demand demur or protest.

40 **Disclaimer**

Additional terms and condition contained herein are not in the derogation of or inconsistent with the terms and condition set out in the Act and the Rules and Regulation made thereunder





THE FIRST SCHEDULE ABOVE REFERRED TO:PART - I(Said Premises /Project Land)

ALL THAT a piece and parcel of "Homestead" land containing by estimation an area of **06Cottah 11Chittack 20 Sq.feet (equivalent to 449.231 Sq.Meters)** together with asbestos /corrugated tin shed dwelling hut, lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Lake (Formerly Tollygunge), now lying and situated within the Ward No.93 of the Kolkata Municipal Corporation, now being part of the Municipal Premises No.52, Rahim Ostagar Road, Kolkata-700045, Post Office: Lake Gardens, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas, butted and bounded as follows:

On the North: By Part of LOT-B and LOT-C;

On the South: By Rahim Ostagar Road;

On the East: By 4'-0" wide common passage;

On the West: By 10'-0" wide common passage

PART - II(DEVOLUTION OF TITLE)

- A. One Amulya Chandra Mondal, son of Late Ram Chandra Mondal, since deceased was the sole and absolute owner and sufficiently entitled to ALL THAT piece and parcel of land contains by estimation an area of 45Decimal, in local measurement said area is equivalent to 27Cottah 03Chittack 27Sq.Feet lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Tollygunge, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas.
- B. During Revisional Settlement name of said Amulya Chandra Mondal was duly recorded in R.S. Khatian No. 139 for Gobindapur Mouza by the then land reforms authority.
- C. Said Amulya Chandra Mondal during his life time transferred and settled some pieces and parcels of land from the said mother premises to others and kept and maintained a piece and parcel of "Homestead" land containing by estimation an area of area is equivalent to 13Cottah 04Chittack 13Sq.Feet lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Lake (Formerly Tollygunge), now lying and situated within the Ward No.93 of the Kolkata Municipal Corporation, now being known, numbered and distinguished as Municipal Premises No.52, Rahim Ostagar Road, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas, hereinafter referred to as the SAID LAND.



- D. Said Amulya Chaandra Mondal was a Hindu governed died intestate on 16-09-1951 leaving behind him the following heirs as his sole heirs and successors who eventually inherited their respective shares in the said Land :

SI	Successors	Relation	Share inherited
1.	Gobindalal Mondal	Son	$\frac{1}{3}$
2.	Pramatha Nath Mondal	Son	$\frac{1}{3}$
3.	Sandhya Mondal	Granddaughter (Daughter of predeceased son Debendra Mondal)	$\frac{1}{6}$
4.	Chhaya Mandal	Granddaughter (Daughter of predeceased son Debendra Mondal)	$\frac{1}{6}$
* Kanchan Mondal widow of the predeceased son Debendra Mondal who died earlier			

- E. Said Gobindalal Mondal died intestate on 06-11-1974 leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided  $\frac{1}{3}$  (one-third) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

SI	Successors	Relation	Share inherited
1.	Kamal Mondal	Son	$\frac{1}{9}$
2.	Nisha Naskar	Married Daughter	$\frac{1}{9}$
3.	Manju Mandal	Daughter-in-law (Widow of predeceased son Bimal Mondal)	$\frac{1}{18}$
4.	Malay Mandal	Grandson (Son of predeceased son Bimal Mondal)	$\frac{1}{18}$
* Wife Urmila Mondal predeceased him.			
* Predeceased son Samar Mondal died intestate unmarried.			

- F. Said Pramatha Nath Mondal died intestate on 02-02-1988 leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided  $\frac{1}{3}$  (one-third) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

SI	Successors	Relation	Share inherited
1.	Nimai Mondal	Son	$\frac{1}{24}$



2.	Kanai Mondal	Son	$\frac{1}{24}$
3.	Balai Mondal	Son	$\frac{1}{24}$
4.	Bablu Mondal	Son	$\frac{1}{24}$
5.	Sujata Sarkar	Married Daughter	$\frac{1}{24}$
6.	Kalyani Talukdar	Married Daughter	$\frac{1}{24}$
7.	Sephali Rakhit	Married Daughter	$\frac{1}{24}$
8.	Prova Mondal	Widow	$\frac{1}{24}$

- (i). Said Sandhya Mondal died intestate on **01-04-2015** leaving behind her the following heirs as his sole heirs and successors who eventually inherited undivided  $\frac{1}{6}$  (**one-sixth**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

Sl	Successors	Relation	Share inherited
1.	Protima Mukherjee	Married Daughter	$\frac{1}{18}$
2.	Ashoke Mondal	Son	$\frac{1}{18}$
3.	Asit Mondal	Son	$\frac{1}{18}$

\* One spinster daughter Sushma Mondal predeceased her on 01-03-2009.

- (ii). Said Kanai Mondal died intestate on **12-01-2016** leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided  $\frac{1}{24}$  (**one in twenty-four**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

Sl	Successors	Relation	Share inherited
1.	Ganga Mondal	Widow	$\frac{1}{72}$
2.	Monojit Mondal	Son	$\frac{1}{72}$
3.	Sanjib Mondal	Son	$\frac{1}{72}$

- (i). Hence the parties herein are entitled to their undivided shares as follows in respect of the said land and mutually agreed to divide the same into three parts according to the respective exclusive possession of the parties in the said land.

Sl	Successors	Party of the	Share inherited
1	Kamal Mondal	First Part	$\frac{1}{9}$
2	Nimai Mondal	First Part	$\frac{1}{21}$
Total Share of interest held by First Part			$\frac{10}{63}$
3	Chhaya Mondal	Second Part	$\frac{1}{6}$
4	Ashoke Mondal	Second Part	$\frac{1}{18}$
5	Asit Mondal	Second Part	$\frac{1}{18}$
6	Nisha Naskar	Second Part	$\frac{1}{9}$
7	Manju Mandal	Second Part	$\frac{1}{18}$



8	Malay Mandal	Second Part	$\frac{1}{18}$
Total Share of interest held by Second Part			$\frac{1}{2}$
9	Prova Mondal	Third Part	$\frac{1}{24}$
10	Balai Mondal	Third Part	$\frac{1}{24}$
11	Bablu Mondal	Third Part	$\frac{1}{24}$
12	Sujata Sarkar	Third Part	$\frac{1}{24}$
13	Kalyani Talukdar	Third Part	$\frac{1}{24}$
14	Sephali Rakhit	Third Part	$\frac{1}{24}$
15	Ganga Mondal	Third Part	$\frac{1}{72}$
16	Monojit Mondal	Third Part	$\frac{1}{72}$
17	Sanjib Mondal	Third Part	$\frac{1}{72}$
18	Protima Mukherjee	Third Part	$\frac{1}{18}$
Total Share of interest held by Third Part			$\frac{43}{126}$

- J. The Parties of the First Part therein, herein described as the Owners are jointly entitled to an undivided  $\frac{10}{63}$  share of interest in the said Land morefully mentioned in the FIRST SCHEDULE hereunder written.
- K. By and under a deed of partition dated 21-10-2016 registered with the office of the ADSR, Alipore, South 24 Parganas in Book No. 1, Volume No1605-2017, Pages 533-40 to 53378, being no. 160502067 for the year 2017, the Owners herein, i.e. **Kamal Mondal And Kanai Mondal** therein jointly described as the Parties of the Third Part jointly allotted ALL THAT piece and parcel of Land containing by estimation an area of **06Cottah 11Chittack 20 Sq. feet (equivalent to 449.231 Sq.Meters)**, lying situated and being part of the Municipal Premises No. 52, Rahim Ostagar Road, Police Station: Lake, in the District of South 24 Parganas absolutely and free from all encumbrances and the said land therein mentioned and described in the **LOT-A of the Second Schedule** therein and morefully mentioned in the **FIRST SCHEDULE** hereunder written and described as the **"Said Premises/Project Land "** and the Parties of the First Part i.e. **Kamal Mondal And Kanai Mondal** accepted the allotment in the joint estate all questioned as to accounts and mutual dealings having been waived by the all other co-owners absolutely and forever and the owelty monies reserved under the aforesaid partition deed has been duly paid and accordingly discharged.
- L. Said Deed of partition dated 21-10-2016 was duly acted upon by all the parties therein and the properties allocated therein have been duly partitioned by metes and bounds.
- M. Being joint owners of the said premises, the Owners herein i.e. **Kamal Mondal And Kanai Mondal** mutated their names in the records of the Kolkata Municipal Corporation and paid Municipal Taxes and other outgoings thereon.
- N. The Developer herein has the adequate expertise in commercial exploitation of the real estates and the Owners being aware of the reputation in the locality approached the Developer for commercial exploitation of the said premises.



- O. The Owners herein i.e. **Kamal Mondal And Kanai Mondal** by a registered Development Agreement dated 18<sup>th</sup> April 2017, registered with the office of the ADSR, Alipore, South 24 Parganas in Book No. I, Volume No.1605-2017, Pages 53233 to 53283, being no. 160502073 for the year 2017, has entered into a Development Agreement with the **SRI Mohan Kumar Roy, (PAN AEQPR4761P)** son of Sri Janak Roy, a Hindu businessman, by Nationality – Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata – 700045, carrying on a proprietorship Business under the name and style of **“BIDYARTHI BUILDERS (Developer)”** herein for the purpose of construction of G+IV(Ground Plus Four) storied building on the Said Premises /Project Land on the terms & conditions as contained in the said Development Agreement.
- P. By a Power of Attorney dated 18<sup>th</sup> April , 2017, registered in the Office of ADSR, Alipore, 24 Parganas (S) in Book No. I, Volume No. 1605-2017, pages 55280-55296, being Deed No. 160502133 for the year 2017, the said Owners herein i.e. **Kamal Mondal And Kanai Mondal** executed a Power of Attorney in favour of **SRI Mohan Kumar Roy** granting power for conveying the Flat/ apartment/ Car Parking Spaces and /or Commercial Space and/or other spaces along with other ancillary powers in the Said Premises /Project Land in favour of the intending Purchasers.
- Q. Thereafter the Developer Sanctioned the plan from Kolkata Municipal being Building Permit No. sanctioned the plan from the Kolkata Municipal Corporation a plan, vide Building Permit No.2019100105 dated 25<sup>th</sup> September 2019, in respect of the said Project building comprising of various independent apartments and commercial Spaaace on the Said Premises/Project Land, more fully mentioned in the Part-I of the First Schedule hereinabove written and the said Building is under construction

**PART-III**  
**(SAID PLAN)**

The Kolkata Municipal Corporation has sanctioned a plan, being Building Permit No. sanctioned the plan from the Kolkata Municipal Corporation a plan, vide Building Permit No.2019100105 dated 25<sup>th</sup> September 2019, in respect of the said Project building comprising of various independent apartments on the Said Premises/Project Land, more fully mentioned in the Part-I of the First Schedule hereinabove written and the said Building is under construction.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART – I**  
**(SAID APARTMENT)**

**DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**



ALL THAT the Apartment No. [■] having carpet area of [■] square feet together with [■] Nos. of exclusive balcony / verandah attached to the said apartment and containing a total area of [■] square feet, or Built-Up area [■] square feet, or chargeable area of [■] square feet, on the [■] floor of the Building as earmarked in the plan annexed hereto duly bordered thereon in red, in the Building named MAA at being part of the Municipal Premises No. 52, Rahim Östagar Road, Kolkata -700045, Police Station: Lake, (Formerly Tollygunge) Ward No.93 of the Kolkata Municipal Corporation in the District of South 24 Parganas TOGETHER WITH the variable proportionate undivided indivisible impartible share or interest in the Common Areas of the said Project butted and bounded as follows. A layout plan of the said Apartment is annexed herewith,

ON THE EAST : BY \_\_\_\_\_

ON THE WEST : BY \_\_\_\_\_

ON THE NORTH : BY \_\_\_\_\_

ON THE SOUTH : BY \_\_\_\_\_

**PART – II**

**(SAID PARKING SPACE)**

**[ Description of the Parking Space earmarked ]**

Covered Car Parking Space NO \_\_\_\_\_ on the Ground Floor of the said Premises /Project Land as mentioned hereinabove for parking of medium-sized motor car / vehicles therein.

**THE (3<sup>rd</sup>) THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS, AMENITIES AND FACILITIES)**

**PART – I**

**(Common Areas divided proportionately amongst the Apartment Holders)**

**[ Exclusive for Residential Apartment Holders]**

- (a) Proportionate share of the land comprised in the said Premises attributable to all the residential apartments in the Project.
- (b) Common toilets in the Ground Floor for residential Purpose.
- (c) Overhead water reservoirs at the ultimate Roof of the Premises

**Part-II**

**[Common Areas Exclusive for Apartment Holders]**

- (a) Proportionate share of the land comprised in the said Premises attributable to all the



commercial units in the Project.

- (b) One staircases upto Ultimate Roof along with their full, half and quarter landings.
- (c) Common entrance for egress and ingress purpose.
- (d) Common Toilets for commercial users.

**[Common areas common for both Residential and Commercial Apartment Holders]**

\*Security Room serving both to residential and commercial section.

- (a) Electrical Room at Ground Floor for residential and commercial meters and electrical panels for building operations.
- (b) underground Reservoirs

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**] PAYMENT PLAN FOR TOTAL CONSIDERATION]**

The Total Consideration shall be paid by the Allottee in the following manner:

<u>Timeline</u>	<u>%age</u>	<u>Consideration Amount (Rs.)</u>
At or before the execution hereof	10%	
On Completion of Foundation work	15%	
On Completion of 1st Floor Casting	10%	
On Completion of 2 <sup>nd</sup> Floor Casting	7.5%	
On Completion of 3 <sup>rd</sup> Floor Casting	7.5%	
On Completion of 4 <sup>th</sup> Floor Casting	7.5%	
On Completion of Partition wall of Unit	7.5%	
On Completion of Flooring of Unit	15%	



On Completion of Outside Plaster	10%	
On Possession	10%	
TOTAL	100%	

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(SPECIFICATIONS, FITTING & FIXTURES PROVIDED IN THE PROJECT / BUILDING)

**1. FOUNDATION & STRUCTURE:**

The Said Building is designed and is being built on R.C.C. foundation resting on deep bored piles and R.C.C. frame structure designed with current earthquake zone consideration as per the drawings and specifications provided by the Project Architect(s) and structural engineers.

**2. DOORS & DOOR FRAMES:** Flush door with solid/engineered FSC approved wood frame except for kitchen. The shutters will be hung with Standard Hardware Fittings. Entrance door shall have Good Lock as per selection of the Project Architect(s).

**3. WINDOWS:** All windows will be standard section Aluminum sliding / Casement with glass inserts in each shutter fitted with matching fittings and with Grills at places as finalized by the Project Architect(s).

**4. WALLS :** AAC Blocks/Reused Red Bricks as per IGBC Green Norms.

**5. LIFTS:** One 4 Passenger Lift

**6. FLOORING:** Marble Flooring

**7. TOILETS:**

- (a) ceramic tiles on the walls upto door height.
- (b) Porcelain sanitary wares of white colour Of ISI brand
- (c) Standard basin as designed and/or selected by **Project Architect(s)** .
- (d) Provision for Geysers in all toilets.
- (e) CP fittings of Of ISI brand

**8. KITCHEN :**

- (a) Granite top cooking platform with Blackstone partition with one stainless steel





sink as selected by Project Architect(s) .

- (b) Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the granite counter.
  - (c) Provision for Water Filter near sink area.
  - (d) Provision for Washing Machine at place as selected by Project Architect(s).
9. **WALL FINISH :** All walls in the said Units shall be White POP finish except in Toilet and Kitchen area where there are ceramic tiles on walls.
10. **ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER :**
- (a) Total concealed electrical wiring for all the rooms provided with copper conductors.
  - (b) Air-conditioning plug point in all the bedrooms and Living/dining Hall.
  - (c) Geyser points in all toilets.
  - (d) Stipulated light and plug point in dining/ drawing and bedrooms, as per architectural drawings.
  - (e) Electrical call bell provision at main entrance door.

11. **SECURITY SYSTEM :**

- (a) Closed Circuit Television (CCTV).
- (b) Arrangement for 24 X 7 manned security.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the flat-owners in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the flat-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water



Pump with Motor, Generator, CCTV, Security Systems, and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner or Owners Association on its formation.
8. **AMC:** AMC cost of all installations of the facilities/amenities installed in common areas or within the said Premises including Lift, ; CCTV, etc and to pay proportionate cost for Installation Of New Lift if required in near future
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.



**Execution and Delivery:**

In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

SIGNED SEALED AND DELIVERED by the  
VENDORS at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the  
DEVELOPER at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the  
ALLOTTEE at Kolkata in the presence of:

WITNESSES:

SIGNATURE. : _____	SIGNATURE. : _____
NAME. : _____	NAME. : _____
FATHERS NAME : _____	FATHERS NAME : _____
ADDRESS. : _____	ADDRESS. : _____
_____	_____



