

**AGREEMENT FOR SALE WITHOUT**  
**POSSESSION**

**THIS AGREEMENT FOR SALE WITHOUT POSSESSION**  
made this            day of            , Two Thousand Twenty  
One (2021):

**BETWEEN**

**1. ANANDA CHATTOPADHYAY (PAN- ABWPC3040K, Aadhaar No.983897194392)** son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Retired,

**2. RAM MOHAN CHATTOPADHYAY (PAN- ACLPC4360N, AADHAAR No. 564585978270)** son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Service, both are residing at E/157, Ramgarh, P.O. - Naktala, P.S. – Netaji Nagar, Kolkata-700047, District –South 24 Parganas, hereinafter called and referred to as "**VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, representatives and assigns) of the **FIRST PART** represented by her Constituted Attorney **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing

at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata - 700150, District - South 24 Parganas, authorized vide board resolution dated 17/09/2020 (Vide Book No. I, Volume No. 1602-2020, pages 215180 to 215253., Deed No. 5649 for the year 2020).

**AND**

**M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal

Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata - 700150, District - South 24 Parganas, authorized vide board resolution dated 00/00/2020, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

**AND**

Hereinafter called and referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS:**

1. **OWNERS** shall mean **1. ANANDA CHATTOPADHYAY (PAN- ABWPC3040K, Aadhaar No.983897194392)** son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Retired, **2. RAM MOHAN**

**CHATTOPADHYAY (PAN- ACLPC4360N, AADHAAR No. 564585978270)** son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Service, both are residing at E/157, Ramgarh, P.O. - Naktala, P.S. – Netaji Nagar, Kolkata-700047, District –South 24 Parganas, and their heirs, executors, legal representatives and assigns.

2. **DEVELOPER** shall mean **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE**

**(PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata – 700150, District – South 24 Parganas, authorized vide board resolution dated 00/00/2020, and its, executors, administrators, successor-in-office, legal representatives and assigns.

3. **PURCHASERS** shall mean ....., including their heirs, executors, administrators, legal representatives and assigns.

4. **LAND** shall mean **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks along with 3200 sq.ft. two storied two building structure in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian Nos. 77, 71, 290, L.R. Khatian Nos. 1732 & 1733, R. S. Dag No. 71, 72 & 75, L.R. Dag No.163, being Holding No. 2170, Ward No.08 known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

5. **BUILDING** shall mean the G + 4 storied building which the Developer has been constructing on the said Premises as per plan sanctioned by the Rajpur- Sonarpur Municipality.

5. (a). **FLAT/UNITS** shall mean the flats and/or other spaces in the said building intended to be and/or capable of being exclusively occupied but shall not include any vehicles parking space cars, two wheeler and three wheelers) unless

specified separately.

5.(b) **THE SAID FLAT/UNIT** shall mean the flat and/or other space and all fittings and fixtures as detailed in Second Schedule herein and the Purchaser's proportionate undivided share in the Land and the common areas/portions of the Premises as set out in the Third Schedule hereinafter written.

6. **PARKING SPACE** shall mean open or covered space reserved in the land for parking of medium size motorcars or mechanized two wheelers and three wheelers if so mentioned.

7. **ARCHITECT** shall mean such person /firm/ Company whom the Developer may appoint from time to time as the Architect for the said building.

8. **THE PLAN** shall mean the plan, elevation, design, drawings, specifications of the said building as prepared by the Architect and as sanctioned by the Rajpur- Sonarpur Municipality vide Sanction Plan No. CB/08/17/20-21 dated 20-21.

9. **CO-HOLDERS** shall according to its context, mean all persons who have agreed to hold flats, Flat/Units in the said building including the Developer for the Flat/Units not transferred or agreed to be transferred.

10. **COMMON PORTIONS** shall mean all common areas driveways erection, constructions and installations, comprise in the 'Building<sup>1</sup> mentioned in the Third Schedule herein and expressed or intended by the Developer for the common use and enjoyment of the Co-holders.

11. **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 12/10/2020 between the Owner of the One Part and The

Developer of the other part.

12. **COVERED AREA** shall according to its context mean the plinth area of the said Flat/Unit or all the Flat/Units in the building including the bath room and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT if any wall be common between the two flats/Flat/Units, then half of the area under such wall shall be include in each such Flat/Unit and also including a proportionate share of the area of the common areas of the building.

13. **ASSOCIATION** shall mean the association by and of the holders of flats/Flat/Units of the building, promoted by the Owner to be formed under relevant law of the land for common purposes.

**WHEREAS** Smt Anjali Chatterjee, purchased **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 77, 71, and 290, R. S. Dag No. 71, 72 and 75, known as Scheme Plot No. 412, Ramkrishna Pally, in the District of South 24 Parganas, West Bengal from Ashram Praktan Chhatra Sangha, Narendrapur, 24 Parganas by virtue of a Deed of Conveyance dated 24.03.1975 which was duly registered before Sub-Registrar Sonarpur and recorded in Book No. I, Volume No. 28, pages 92 to 95, being No. 1324 for the year 1975.

**AND WHEREAS** said Anjali chatterjee mutated her name in the B.L. & L.R.O. being L.R. Khatian No. 8 and L.R. Dag No. 163, and paid taxes regularly to the concern authority.



**AND WHEREAS** said Anjali Chatterjee executed a Deed of Gift in favour of Sri. Ananda Chattopadhyay on 6<sup>th</sup> April 2001 in respect of land measuring 2Kh 8Ch. 22.5Sft. along with common passage measuring 7ch. 9Sft. in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 77, 71, and 290, L.R. Khatian No. 8, R. S. Dag No. 71, 72 and 75, and L.R. Dag No. 163, known as Scheme Plot No. 412, Ramkrishna Pally, in the District of South 24 Parganas, West Bengal and said Deed of Gift has been registered before ADSRO, Sonarpur, and recorded in book - I, Vol No.47, Pages from 311to 317, being No. 2753, for the year 2001.

**AND WHEREAS** said Anjali Chatterjee executed a Deed of Gift in favour of Sri. Ram Mohan Chattopadhyay on 6<sup>th</sup> April 2001, in respect of land measuring 2Kh 1Ch. 13.5Sft. along with common passage measuring 7ch. 9Sft. in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 77, 71, and 290, L.R. Khatian No. 8, R. S. Dag No. 71, 72 and 75, and L.R. Dag No. 163, known as Scheme Plot No. 412, Ramkrishna Pally, in the District of South 24 Parganas, West Bengal and said Deed of Gift has been registered before ADSRO, Sonarpur, and recorded in book - I, Vol No. 47, Pages from 318 to 323, being No.2734 for the year 2001.

**AND WHEREAS** Sri. Ananda Chattopadhyay mutated his name Rajpur – Sonarpur Municipality, being Holding No. 2170, Ward No. 8, and after sanction of building plan constructed a 1500sft. two storied structure thereon.

**AND WHEREAS** Sri. Ram Mohan Chattopadhyay mutated his name Rajpur – Sonarpur Municipality, being Holding No. 2120,

Ward No. 8, and after sanction of building plan constructed a 1700sft. two storied structure thereon.

**AND WHEREAS** Sri. Ananda Chattopadhyay and his sister Smt. Mita Mukherjee jointly executed a deed of gift in favour of Sri. Ram Mohan Chattopadhyay in respect of undivided 2/3 share of land measuring **undivided 2/3 rd share i.e. 216 sft. i.e. 4 Chittacks 36 Sq.Ft.** land out of **324 Sq.Ft. i.e. 7 Chittacks 09 Sq.Ft.** land and said deed has been registered before D.S.R IV, Alipore, and recorded in Book – 1, being Deed No. 5646, for the year 2020.

**AND WHEREAS** Sri. Ram Mohan Chattopadhyay is owner of land measuring **2 Cottahs 8 Chittacks 22.5 Sq.Ft.**

**AND WHEREAS** said Sri. Ananda Chattopadhyay executed a deed of gift of his land in favour of Sri. Ram Mohan Chattopadhyay which has been registered before D.S.R.II, Alipore, South 24 Parganas, and said deed of gift recorded in Book No. 1, being No. 5647, 2020.

**AND WHEREAS** said Sri. Ram Mohan Chattopadhyay executed a deed of gift of his land in favour of Sri. Ananda Chattopadhyay which has been registered before D.S.R.II, Alipore, South 24 Parganas, and said deed of gift recorded in Book No. 1, being No. 5648, 2020.

**AND WHEREAS** the Owner being desirous of developing and exploiting commercially the said premises entered into a registered Agreement dated 12/10/2020. Registered as document being No. 5649. for the year .2020, Book No. – I, Volume No. 1602-2020, Pages from 215180 to 215253 at the office of the D.S.R. II, Alipore, South 24 Parganas with Developer

by demolishing the existing structure and by constructing a new building thereon accordance with the building plan to be sanctioned by the Rajpur - Sonarpur Municipality.

**AND WHEREAS** the Developer has prepared a Building plan for the said premises and has submitted the same to the Rajpur - Sonarpur Municipality for sanction and the Rajpur- Sonarpur Municipality accorded its sanction Plan No. CB/08/17/20-21. dated 2020-21.

**AND WHEREAS** the Purchasers is desirous of owning One Flat being No. ....., on the ..... side of the ..... Floor measuring Super Built - up area of ..... sq. ft. (carpet area ..... sq.ft. and built up area ..... sq.ft.) at the said premises fully described in Second Schedule as mentioned and described hereunder written and herein after referred to as the said Unit.

**AND WHEREAS** being approached by the Purchasers the Developer has agreed to sell and the Purchasers has agreed to purchase the said Unit along with undivided proportionate share in the said land fully described in Second Schedule herewith along with the proportionate undivided share in common areas as detailed in the Third Schedule hereunder written within 20months from execution of this Agreement on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

1) The **Purchasers** confirms to have inspected and examined the title in respect of the land and has fully satisfied with the title of the land owner from all encumbrances and agrees and

covenants not to raise any objection thereto in future.

2) The **Purchasers** have also inspected and satisfied the various agreement hereinbefore referred to and the building plan duly sanctioned by the Municipal authority in respect of the building now being constructed on the said property and also satisfied and convinced with the right of the Land owner / Developer to enter into Agreement for construction of the sale of Flat together with proportionate share in land and agrees not to raise any objection thereto in future.

3) The Land owner & Developer hereby agreed to sell and transfer or cause the flat to be sold and transferred in favour of the Purchaser and the Purchasers hereby agree to purchase that entire unit together with undivided share and interest in the said property. The Land owner & Developer hereby agrees and undertakes to execute or cause to execute the Deed of Conveyance in favour of the Purchasers of the said Flat No. ...., on the ..... side of the First Floor measuring Super Built - up area of ..... sq. ft. (carpet area - .....sq.ft., and built up area ..... sq.ft.) in said building with undivided proportionate share in land attributable thereto as described and defined in the Second Schedule hereunder written.

4) The **Purchasers** shall not have any right, title or demand whatsoever or howsoever in respect of the other parts or portion of the said building of the said property save and except right in respect of the common passage, and areas common parts, common amenities and staircase, lobbies, landing spaces of the land in common with other **Purchasers** of different flats as

defined and described in the Third Schedule hereunder written.

5) Until the possession of the flat is duly handed over, to the purchasers, the Land owner & Developer shall have the exclusive right of ownership possession use, enjoyment to deal with the flat of the said building. This is however, without prejudice, to the rights and claims of the Purchasers, as admissible, under the relevant provisions of the Act, applicable in this regards.

6) The **Purchasers** shall not keep transfer mortgage assign or in any way alienated or encumber the benefits of the Agreement without prior consent in writing of the developer.

7) In consideration of the developer having agreed to construct and build the said flat, common areas and facilities. The Purchasers shall pay to the Developer total sum of **Rs.** ..... only including GST by the following installments for the above mentioned flat:-

SL	PAYMENT DESCRIPTION	Flat Amt.
A	AT THE TIME OF AGREEMENT	
B	BRICKWORK & PLASTER	
C	INSIDE FINISHING	
D	AT THE TIME OF POSSESSION	

The Land owner & Developer shall not be held responsible for non sanction of loan or delay of sanction and/or payment of loan to the Purchaser and no extra allowance of time shall be granted to the loan applicant.

8) Time for payment of the said amount shall be essence of the contract.

9) If the **Purchasers** at any time want to withdraw or cancel the Booking the money so deposited or paid by him will be refunded without interest but after deduction of 20% of paid up money and the refund shall be made after 90 days after the date of finalization of account or repayment with the **Purchasers** with due notice.

10) If the developer will not handover possession during period then the developer will pay Rs. 5000/- Per month to the purchaser till registration and delivery of possession.

11) In the event of the suspension/closure of the project, the Developer shall be financially liable towards Purchaser by way of necessary full compensation for the payment, if any, already received by Developer from Purchasers.

12) Nothing contained herein shall be construed at present demise and transfer by the Land owner & Developer in favour of the **Purchasers** nor this Agreement shall be construed to be a transaction in the nature of part performance as per the meaning of Sec. 53A of Transfer of property Act and such demise or transfer shall take effect only on full and final payment of total consideration agreed to be paid by the **Purchasers** to the Developer as specified in Second Schedule.

13) The Land owner & Developer shall construct the said building with standard materials.

14) That the **purchasers** shall have to bear the entire cost and

other legal charges for the registration of the said flat in due time to be calculated on super built up area.

15) That the purchasers share in the land of the common area shall be undivided and they shall not be given any specific exclusive right in the land of the common area and facilities as per West Bengal Apartment Ownership Act, and the undivided share and interest of the demised land hereby agreed to be sold will be held by the Purchaser with habitable and transferable rights, along with the Flat being constructed for him, subject however to the terms and conditions to be incorporated in the Deed of conveyance as per aforesaid Act.

16) That the said flat & proportionate land said herein more fully contained the purchasers shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with his co-purchasers.

17) The mode of payment shall depend upon the measurement of the said flat, which shall be calculated as per total covered area plus proportionate stair lobby (plus 25% super built up area), and such 25% super built up area as being calculated, because the Purchaser shall enjoy the common rights in Lift, in the said building/ project to be made at the cost of the Land owner / Developer.

18) That after delivery of the proposed flat to the Purchasers, by the Land owner / Developer, the Purchaser shall bear/pay the common expenses such as taxes, building maintenance of the building, lift, proportionately with other Co-owners of the

building @ Rs.1.50/- per sq.ft. per month, to the Land owner / Developer till the formation of the Ownership Association. The Landowner / Developer will collect maintenance charges for the first year & execute the maintenance for that period.

19) From the date of possession the Purchasers have to pay electric charges consumed by them on the basis of per unit applicable rate of Govt. till the personal meter arrives.

20) At the time of possession every fittings and flat is to be thoroughly checked by the consumer, since after possession if any fittings are broken or any plumbing damage is found, the Land owner / Developer will not attend to such complaints unless any civil or major fault is visible.

21) Outside grill is a part of elevation and hence if any purchasers wishes to put any grill then he should do it through Vendor only to keep it symmetric with others and nobody is allowed to put box grill-without being mutually discussed, and if it does not have any effect on the elevation. The colour of grill should also be symmetric.

22) If any Purchasers damage the outside plaster or colour during their own work then they should take initiative to repair the same.

23) In any circumstances the Purchase: shall not change by addition of alteration of the construction of the building from the date of possession thereof.

24) The Purchasers shall pay the legal charges and other expenses to Advocate of the Land owner / Developer for the



purpose of preparing the deed to execute effect conveyance of the said flat with undivided proportionate share of the said property in favour of the Purchasers.

25) The Purchasers shall regularly and punctually make payment of such sum towards maintenance charges and other outgoings, for his flat as per clause 17 above in respect of the common areas, as mentioned in aforesaid third schedule hereunder written which may all the flats in the said Building.

26) So long as such flat in the said building shall not be separately assessed for the purpose of municipal Taxes maintenance charges water and electricity charges, the Purchaser shall pay proportionate share of said tax maintenance charges and municipal Taxes, assessed and payable on the whole building including the charges for electricity and water. Such proportionate share shall be determined by the Developer on the basis of the super built-up area of such flat in the said Building.

27) In the event of any default on the part of Purchasers in making payment of the said maintenance charges and/or other outgoings and taxes, then in addition to such rights as the Land owner / developer may have against the Purchaser the Land owner / Developer shall be entitled to claim interest in the manner as provided under the Act

28) The Purchasers shall not store in the said residential flat any hazardous or burning substances and articles which are too heavy to affect the construction work of this structure of the said Building.

29) The Purchasers shall not decorate the exterior of said Building otherwise than in a manner agreed by the Land owner / Developer, or in a manner, as may be, in which it was previously decorated.

30) The Purchasers shall use the said residential flat only for the purpose of residential and for no other purpose whatsoever without consent in writing of the Land owner / Developer being expressly understood and agreed that the Purchaser shall not use the said flat as a Boarding House Guest Room, Nursing Home, Dispensary or for any commercial or industrial purposes or for the purpose of whatsoever other than for residence.

31) The Purchasers shall have to pay proportionate share in respect of electric meter used as common to the Land owner / Developer to supply of electricity to his flat and for electricity used in common areas and the Purchaser shall arrange to get his individual personal electric meter in his own flat. The Purchasers shall pay security deposit to the authority for installation of electric meter for new connection.

32) The Purchasers shall observe and perform all rules and regulations or restrictions from time to time in force for the proper use and management of the said building.

33) The Land owner / Developer and the Purchasers has entered into this Agreement purely on principle to principle basis and nothing stated herein shall be deemed to have constituted any partnership between the purchasers and the Land owner / Developer. Each party shall keep the other duly indemnified from and against the same.

34) This Agreement contains the entire Agreement of the two parties and no oral representation or statement shall be considered valid for and binding on either of the parties.

35) All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to the arbitrator mutually agreed, under the provisions of Arbitration & Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force and award given by the Arbitrator shall be binding final, conclusive of the parties hereto.

36) The Land owner / Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Flat to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

37) 'Force Majeur' includes flood, earth quick, riot, lockdown, act of god, major political disturbances beyond control, and pandemic situation.

38) **Schedule for possession of the said [Flat]** – The Land owner / Developer agrees and understands that timely delivery of possession of the Flat to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Land owner / Developer assures to handover possession of the Flat along with ready and complete common areas with all

specifications, amenities and facilities of the Project in place within 15 months from the date of execution of this agreement, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Purchasers/ Allottee agrees that the Land owner / Developer, shall be entitled to the extension of reasonable and necessary time for delivery of possession of the Flat.

39) **Procedure for taking possession-** The Land owner / Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat to the Purchasers/Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Purchasers/Allottee shall be carried out by the Land owner / Developer within three months from the date of issue of occupancy certificate]. The Land owner / Developer agree and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/ Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Land owner / Developer / Association of Purchaser/Allottee, as the case may be, after the issuance of completion certificate for the Project. The Land owner / Developer shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the

Allottee at the time of conveyance of the same.

40) **Failure of Purchasers /Allottee to take possession of [Flat]**- Upon receiving a written intimation from the Land owner / Developer as per Para 38 above, the Allottee(s) shall take possession of the Flat from the Land owner / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Land owner / Developer shall give possession of the Flat to the Purchasers/Allottee(s). In case the Purchaser/Allottee(s) fails to take possession within the time provided as per Para 38 above, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as specified under Para 38 above.

41) **Possession by the Purchasers/Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Flat to the Purchasers/Allottee, it shall be the responsibility of the Land owner / Developer to handover the necessary documents and plan, including common areas to the Association of purchaser/allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Land owner / Developer shall handover the necessary documents and plans, including common areas, to the Association of purchasers/allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

42) In case the Purchasers/Allottee fails to make payments for two consecutive demands made by the Land owner / Developer

as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchasers/Allottee shall be liable to pay interest to the Land owner / Developer on the unpaid amount at the rate prescribed in the Rules.

43) In case of default by Purchasers/ Allottee under the conditions listed above continues for a period beyond two consecutive step after notice from the Land owner / Developer in this regard, the Land owner / Developer may cancel the allotment of the [Flat] in favour of the Purchasers/Allottee and refund the money paid to him by the Purchasers/Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :Provided that the Land owner / Developer shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination.

**44) MAINTENANCE OF THE SAID FLAT:**

The Land owner / Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of purchaser/allottee upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Flat.

**45) DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Land owner / Developer as per this Agreement

relating to such development is brought to the notice of the Land owner / Developer within a period of one year by the purchaser/allottee from the date of handing over possession, it shall be the duty of the Land owner/Developer to rectify such defects without further charge, within thirty days, and in the event of Land owner / Developer failure to rectify such defects within such time, the aggrieved Purchaser/Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**46) RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Land owner / Developer / maintenance agency/Association of purchaser/allottee shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of purchaser/allottee and/or maintenance agency to enter into the Flat or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**47) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**48) LAND OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Land owner / Developer executes this Agreement he shall not mortgage or create a charge on the said Flat, and if any

such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/Allottee who has taken or agreed to take such Flat.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks along with 3200 sq.ft. two storied two building structure in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian Nos. 77, 71, 290, L.R. Khatian Nos. 1732 & 1733, R. S. Dag No. 71, 72 & 75, L.R. Dag No.163, being Holding No. 2170, Ward No.08 known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal the said land is butted and & bounded by: -

**ON THE NORTH** : Scheme Plot No. 411, Ramkrishna Pally.

**ON THE SOUTH** : Scheme Plot No. 413, Ramkrishna Pally.

**ON THE EAST** : 30feet wide Road.

**ON THE WEST** : Scheme Plot No. 414, Ramkrishna Pally.

THE SECOND SCHEDULE ABOVE REFERRED TO

**(FLAT)**

**ALL THAT** Flat No....., on the ..... side of the ..... Floor measuring Super Built - up area of ..... sq. ft. (carpet area, - ..... sq.ft., and built up area ..... sq.ft.) consisting of .....Bed Rooms, 1 living cum dining cum drawing room, 1



Kitchen, 1 Toilet, 1 W.C. and 1 balcony of the newly constructed building namely “**UDBODHAN.**” together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal, with enjoyment of common rights, benefits facilities and easement attributable to the flat.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(COMMON AREAS)**

1. Staircase on all floors, staircase landing on all floors, lift & Lift well.
2. Common passage from the main road to the Building.
3. Water pump, water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
7. Electrical Power Transformer.
8. Roof, security room, security toilet and meter room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the

drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.

2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

### **SPECIFICATION**

(STRUCTURAL DESIGN)

#### **BUILDING:**

G + 4 storied residential building.

#### **STRUCTURE:**

R.C.C. framed structure with brick walls and cement plaster finish with IRLA wall putty or equivalent.

**FLOORING:**

At least 24 inches X 24 inches best quality vitrified tiles.

**TOILET:**

12"x12" tiles in floor and at least 8" X 6" best quality ceramic glazed tiles on walls upto 6 ½ feet high. Wash Basin, European type hanging commode with flush valb will be of Jaquer. Soap trays, water mixers, taps, bath shower mixers, etc will be of best quality (Jaquar). There will be plumbing and electrical installation and wiring for geysers.

**KITCHEN:**

White Glazed tiles upto a height of 5 feet along with granite table top and stainless steel sink. Electrical wiring for exhaust fan, electrical chimney.

**DOORS:**

Flush wooden shutters with wooden frame painted with two coats wood primer and two coats of paint with brass tower bolts on the inside, brass L-drops in the outside and Godrej make Mortise locks For the main entrance doors, Godrej make readymade doors with locks shall be fitted.

**WINDOWS:**

Aluminum sliding windows fitting clear glass with M.S. Grill.

**ELECTRICAL:**

Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & A.C. points but without fittings Electrical Provisions with starter breakers shall be made for ACs in the Bed rooms.

**OUTSIDE BUILDING:**

Cement base paint finish.

**ROOF:**

Water proofing treatment on roof.

**WATER:**

Water pump, overhead water tank and boring water.

**ADDITION/ALTERATION/MODIFICATION:**

In case of any addition/alteration/modification (internally) if desired by the proposed Owner and estimate will be submitted by the Developer to them for the same and will be taken up by the Developer only when the said estimates are agreed upon by the proposed Owner.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

By the parties at Kolkata in the Presence of:

**WITNESSES:**

1.

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**SIGNATURE OF THE LAND OWNER**

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**SIGNATURE OF THE DEVELOPER**

2.

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**SIGNATURE OF THE PURCHASERS**

Drafted by me :

Advocate  
Alipore Judges Court  
Kolkata – 700027  
Print at :

Alipore Judges Court  
Kolkata - 700027

**MEMO OF CONSIDERATION**

**RECEIVED** of and from within named Purchasers the within mentioned sum of **Rs...../- only** being the earnest consideration money out of Total consideration money mentioned above as per Memo below.

**MEMO**

<b><u>Sl. No.</u></b>	<b><u>Cheque / Draft No.</u></b>	<b><u>Dated</u></b>	<b><u>Drawn on</u></b>	<b><u>Amount (Rs.)</u></b>
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**Total : Rs. ....../=**  
=====

(Rupees

) only

**WITNESSES:**

1.

2.

\_\_\_\_\_  
**SIGNATURE OF THE LAND OWNER/  
DEVELOPER**