

The AGREEMENT TO SELL (ATS)

This 'Agreement to Sell' executed on this ____th day of _____, 2023, at Kolkata.

BY & BETWEEN

- A. Smt. **RAMA PRASAD**, hereinafter referred to as the **OWNER**, wife of late Dip Narayan Prasad, having PAN: BTCPP0716L, Aadhaar: 7891 3628 8619, by nationality Indian, by faith Hindu, by occupation Housewife, resident of Narkel Bagan, Ramkrishna Nagar, PO: Laskarpur, PS: Narendrapur (previously Sonarpur), South 24 Paraganas, Kolkata 700153, presently residing at: Ramchandrapur North, Opposite Ekta Sangha, PO & PS: Narendrapur, South 24 Parganas, Kolkata 700103, represented by Constituted Attorney, M/s **SUNNIVA REALTY**, having registered office at 19, Pollock Street, 2nd Floor, PO: Kolkata GPO., PS: Hare Street, Kolkata 700001, being a sole-proprietorship firm, with its proprietor **SURYANSH PUGALIA**, having PAN: AIAPPO385P and Aadhaar No: 3135 0438 6917, son of Rajendra Kumar Pugalia, by Nationality Indian, by faith- Hindu and resident of 40 Rupchand Mukherjee Lane, PO & PS: Bhowanipore, Kolkata 700025,

AND

- B. M/s **SUNNIVA REALTY**, having registered office at 19, Pollock Street, 2nd Floor, PO: Kolkata GPO., PS: Hare Street, Kolkata 700001, being a sole-proprietorship firm, with its proprietor **SURYANSH PUGALIA**, having PAN: AIAPPO385P and Aadhaar No: 3135 0438 6917, son of Rajendra Kumar Pugalia, by Nationality Indian, by faith- Hindu and resident of 40 Rupchand Mukherjee Lane, PO & PS: Bhowanipore, Kolkata 700025, hereinafter referred to as the **PROMOTER**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators, and assigns);

The **OWNER** and the **PROMOTER**, shall hereinafter, collectively, be referred to as '**the PROMOTERS**'.

AND

- C. _____, son of _____, having PAN _____, having Aadhar: _____ AND _____, wife of _____, having PAN _____, having Aadhar _____, both residing at _____ hereinafter collectively called **the ALLOTTEE**.

The '**Promoters**' and the '**Allottee**' shall hereinafter, collectively be referred to as the "**Parties**" and individually as the "**Party**"

BACKGROUND:

1. One Bhagirat Purakait, son of Sayambar Purakait, while enjoying and possessing the all that Sali land measuring about 19 satak (decimal) situated at PS. & ADSR Sonarpur, Pargana Magura, Mouza Ramchandrapur, Khatian No. Hal 146, Halka 655, 918 & 100, Hal Dag No. 678, Halka Dag No 769, had transferred the above said land unto and in favour of one Subhra Banerjee and Jayanta Banerjee by virtue of a registered Deed of Sale, which was registered at the office of the ADSR Sonarpur, South 24 Parganas and recorded as Book No. 19, Pages from 26 to 27, being No.1225 for the year 1996.
2. One Atul Chandra was enjoying all that piece and parcel of land measuring about 10 satak (decimal) more or less, lying and situated at Mouza Ramchandrapur, Lt. No. 5, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS. & ADSR Sonarpur, District: South 24 Parganas.
3. While seized and possessed of the above 10 satak (decimal) of said land, Atul Chandra Biswas died intestate leaving behind his wife Smt. Anandamoyee Biswas, two sons namely Satya Kinkar Biswas and Amar Chandra Biswas and two daughters namely Bimala Kayal and Nirmala Naskar as his only legal heirs and successors.
4. While seized and possessed of the undivided 1/5th share of the above said land of Late Atul Chandra Biswas, his son Amar Chandra died intestate as bachelor and as per Hindu law of inheritance his mother Anandamoyee Biswas being the only legal heir and successor became the owner of the 1/5th share (i.e. 02 decimal land) of the above said land owned by late Amar Chandra Biswas and thus Anandamoyee Biswas became the owner of 04 satak (decimal), which includes her own share of land measuring about 02 decimal land being one of the legal heirs of Late Atul Chandra Biswas) of land, out of 10 satak (decimal) land of Late Atul Chandra Biswas as mentioned hereinabove.

5. Thereafter Anandamoyee Biswas wife of Late Atul Chandra Biswas, by virtue of a Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 282 to 288, being No. 5201 for the year 1987, gifted/ transferred/ conveyed, 04 satak (decimal) of land owned by her as mentioned hereinabove unto and in favour of her elder son Satya Kinkar Biswas.
6. By virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 289 to 295, being no. 5202 for the year 1987, Smt. Nirmala Naskar, wife of Jiban Krishna Naskar, daughter of Late Atul Chandra Biswas gifted/ transferred/ conveyed the undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimals), unto in favour of her elder brother Satya Kinkar Biswas.
7. By virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 296 to 302, being no. 5203 for the year 1987, Smt. Bimala Kayal, wife of Haru Kayal, daughter of Late Atul Chandra Biswas gifted/ transferred/ conveyed her undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimals), unto in favour of her elder brother Satya Kinkar Biswas.
8. By virtue of the above said 3 (three) number of gift deeds together with his own share, Satya Kinkar Biswas became the absolute owner of All That piece and parcel of land measuring about 10 satak (decimal) more or less, lying and situated Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under P.S. & ADSR Sonarpur, District: South 24 Parganas.
9. Thereafter above said Subhra Banerjee and Jayanta Banerjee, joint owners of land area measuring about 01 Cottahs 10 Chittacks 30 Sq.ft. comprising at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No. 678, AND Satya Kinkar Biswas, owner of land area 03 Cottahs more or less, comprising at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No. 679, P.S. & ADSR Sonarpur, District: South 24 Parganas, TOGETHER sold/ conveyed/ transferred, all that piece of parcel of land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less situated at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No 678 and Hal Dag No. 679 unto and in favour of Angshu Ashis Moitra by virtue of a Deed of Sale dated 11th November 1997, which was transferred at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. Pages from 116 to 124, being No. 8513 for the year 1997.
10. While seized and possessed of the above said 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, Angshu Ashis Moitra mutated his name at the office of BL & LRO Sonarpur in respect of the above said land under his ownership.
11. While seized possessed and enjoying the above said land measuring out 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, by virtue of a Deed of Conveyance which was registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 9, Pages from 369 to 378, being no. 444 for the year 2006. Angshu Ashis Moitra, sold/ conveyed/ transferred the above-said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, unto and in favour of Tapan Kumar Bhunia, son of Late Radhanath Bhunia.
12. While seized, possessed, and enjoying the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, by virtue of a Deed of Conveyance dated 16th November 2011, which was registered at the office of DSR - IV, South 24 Parganas office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 27, Pages from 3715 to 3733, being No. 08191 for the year 2011, Tapan Kumar Bhunia, son of Late Radhanath Bhunia, through his constituted attorney Sri Umesh Kumar by virtue of a General Power of Attorney Registered at the office of the ARA-III, recorded as Book No. IV, CD Vol. No. 9, Pages from 6987 to 6996, being No. 06268 for the year 2011, sold/ conveyed/ transferred the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft be the same or little more or less, unto and in favour of ASTRAL Buildcon Pvt. Ltd.

13. After purchasing the above said land measuring about 04 Cottahs 10 Chittacks 30 sq ft. be the same or little more or less ASTRAL Buildcon Pvt. Ltd. mutated its name in the Record of Rights at BL & LRO, Sonarpur and allotted L.R. Khatian No. 2398, in respect of the above said land measuring about 04 Cottahs 10 Chittacks 30 sq ft. be the same or little more or less situated at Mouza Ramchandrapur, J.L no 58, LR. Dag No. 769 and 770, within the jurisdiction of Sub registry office Sonarpur, P.O. Narendrapur, P.S. earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas hereinafter referred to as the 'Said Land No.1'.
14. Further one Bhagirat Purakait, son of Sayambar Purakait while owning, enjoying and possessing, all that Sali land measuring about 19 satak (decimal) located at PS. & ADSR Sonarpur, Pargana Magura, Mouza Ramchandrapur, Khatian No. Hal 146, Halka 655, 918 & 100, Hal Dag No. 678, Halka Dag No 769, transferred the above said land unto and in favour of one Subhra Banerjee and Jayanta Banerjee, by virtue of a registered Deed of Sale, registered at the office of the ADSR Sonarpur, South 24 Parganas, recorded as Book No.1, Vol. No.19, Pages from 26 to 27, Being No.1225 for the year 1996.
15. One Atul Chandra Biswas was enjoying All That piece and parcel of land measuring about 10 satak (decimal) more or less, lying and situated at Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS. & ADSR Sonarpur, District: South 24 Parganas.
16. While seized and possessed of the above said 10 satak (decimal) and, Atul Chandra Biswas died intestate leaving behind his wife Smt. Anandamoyee Biswas, two sons namely Satya Kinkar Biswas and Amar Chandra Biswas and two daughters namely Bimala Kayal and Nirmala Naskar as his only legal heirs and successors.
17. While seized and possessed of the undivided 1/5th share of the above said land of Late Atul Chandra Biswas, his son Amar Chandra Biswas died intestate as bachelor and as per Hindu law of inheritance his mother Anandamoyee Biswas being the only legal heir and successor became the owner of the 1/5th share (i.e. 02 decimal land) of the above said land owned by late Amar Chandra Biswas and thus Anandamoyee Biswas became the owner of 04 satak or decimal (which includes her own share of land measuring about 02 decimal land being one of the legal heirs of Atul Chandra Biswas of land out of 10 satak (decimal) land of Late Atul Chandra Biswas as mentioned hereinabove).
18. Thereafter Anandamoyee Biswas by virtue of a Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 282 to 288, being No. 5201 for the year 1987 gifted/ transferred/ conveyed, 04 satak (decimal) land owned by her (mentioned hereinabove), unto and in favour of her elder son Satya Kinkar Biswas.
19. By virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 289 to 295, being no. 5202 for the year 1987, Smt. Nirmala Naskar wife of Sri Jiban Krishna Naskar, gifted/ transferred/ conveyed her undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimal) land unto and in favour of her elder brother Satya Kinkar Biswas.
20. By virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 196 to 302, being no. 5203 for the year 1987, Smt. Bimala Kayal wife of Haru Kayal, daughter of Atul Chandra Biswas gifted/ transferred/ conveyed her undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimal) land unto and in favour of her elder brother Satya Kinkar Biswas.
21. By virtue of the above said 3 (three) number of gift deeds together with his own share, Satya Kinkar Biswas became the absolute owner of All That piece and parcel of land measuring about 10 satak (Decimal) more or less, lying and situated Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770 under PS. & ADSR Sonarpur, District: South 24 Parganas.
22. Thereafter said Subhra Banerjee and Jayanta Banerjee and Satya Kinkar Biswas collectively sold/ conveyed/ transferred plot no. A10, having total land area of 04 Cottahs 11 Chittacks 30 Sq.ft. more or less comprising

at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No. 678 and 679, unto and in favour of one Chandi Das Sanyal, son of Srish Chandra Sanyal, by virtue of a Deed of Sale dated 11th November 1997 registered at the office of the ADSR Sonarpur, South 24 Parganas and recorded as Book No.1, Vol. No. 136, Pages from 107 to 114, being No. 8512 for the year 1997.

23. After purchasing the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little, more or less, Chandi Das Sanyal mutated his name at the office of BL & LRO Sonarpur and paying khajna/taxes regularly in respect of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little, more or less, owned by him.
24. While seized and possessed of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less, Chandi Das Sanyal being desirous to sell the above land, appointed his wife Smt. Swati Sanyal, resident of 170 Sarat Ghosh Garden Road, PS: Kasba, Kolkata 700031, as his lawful attorney by executing a General Power of Attorney, registered at the office of the DSR Alipore and recorded as Book No. IV, Vol. No.1, Pages from 638 to 649, being No. 00059 for the year 2005.
25. By virtue of the above said General Power of Attorney, Chandi Das Sanyal, represented by his constituted attorney Smt. Swati Sanyal sold/ transferred/ conveyed the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less together with all easement rights and benefits of existing common passage adjacent to above said land, unto and in favour of Smt. Alpana Bhunia, wife of Tapan Kumar Bhunia, by executing the said Deed of Conveyance, registered at the office of ADSR Sonarpur and recorded in Book No.1, Vol. No.132, Pages 151 to 160, Being No. 6893 for the year 2005.
26. While seized and possessed of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less, Alpana Bhunia being desirous to sell the above said land appointed Sri Raghavendra Prasad, son of Dip Narayan Prasad, resident of Ramkrishna Nagar, p .S. Sonarpur, Kolkata - 700153, as her lawful attorney by executing a General Power of Attorney which was registered at the office of the DSR Alipore and recorded as Book No. IV, CD Vol. No. 9, Pages from 6997 to 7006, being No. 06269 for the year 2011.
27. By virtue of a Deed of Conveyance dated 16th November 2011, registered at the office of DSR - IV, South 24 Parganas and recorded as Book No. I, CD Vol. No. 27, Pages from 2642 to 2660, being No. 08192 for the year 2011, Smt. Alpana Bhunia through her Constituted Attorney, Sri Raghavendra Prasad, sold/ conveyed/ transferred the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less, unto and in favour of ASTRAL Buildcon Pvt. Ltd.
28. By virtue of the above said Deed of Conveyance dated 16th November, 2011, ASTRAL Buildcon Pvt. Ltd. become the absolute owner of land measuring about 01 Cottahs 11 Chittacks 30 Sq.ft, more or less situated at Mouza Ramchandrapur, Parganas Magura, J.L. No. 58, Touzi No. 110, R.S No. 196, Hal Khatian No. 146, Halka Khatian No. 655, 918, 100, Hal Dag No 678, (Halka or L.R. Dag No. 769) within the jurisdiction of PS. & Sub Registry Office Sonarpur, PO: Narendrapur, within the limits of 1 no Bonhooghly Gram Panchayat, District: South 24 Parganas AND ANOTHER piece of land measuring about 03 cottahs, more or less situated at Mouza Ramchandrapur, Pargana Magura, J.L. No. 58, Touzi No. 110, RS No. 196, Hal Khatian No. 143, Halka Khatian No. 655, 918, 100, Hal Dag No. 679 (Halka or L.R. Dag No. 770), within the jurisdiction of P.S. & Sub Registry Office Sonarpur, P.O. Narendrapur, within the limits of 1 no. Bonhooghly Gram Panchayat, District -South 24 Parganas, which total land area of 04 Cottahs 11 Chittacks 30 Sq.ft., be the same or little more or less.
29. After purchasing the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less, Astral Buildcon Pvt. Ltd., mutated its name in the Record of Rights at BL & LRO Sonarpur and allotted LR. Khatian No. 2598 in respect of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less situated at Mouza Ramchandrapur, J.L.No.58, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry Office Sonarpur, PO: Narendrapur, PS: Narendrapur (previously Sonarpur), within the limits of 1 no. Bonhooghly Gram Panchayat, District South 24 Parganas (hereinafter referred to as the Said Land No. 2)

30. The Astral Buildcon Pvt. Ltd., is in well seized and possessed of the 'Said Land No. 1', measuring about 04 Cottahs 10 Chittacks 30 Sq. ft. and 'Said Land No. 2' measuring about 04 Cottahs 11 Chittacks 30 Sq. ft., which in total is, 09 Cottahs 06 Chittacks 15 Sq. ft. more or less lying and situated at Mouza Ramchandrapur, J.L. no 58, L.R. Khatian No. 2398, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry Office Sonarpur, P.O. Narendrapur, P.S. earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas, which is morefully and particularly described hereinafter as the in the schedule hereunder.
31. While seized and possessed the above said land, Astral Buildcon Pvt. Ltd., herein due to urgent need of money decided to sell, ALL THAT piece and parcel of land measuring about 09 Cottahs 06 Chittacks 15 Sq. ft. be the same or little more or less lying and situated at Mouza Ramchandrapur, J.L. no 58, L.R. Khatian No. 2398, L.R. Dae No. 769 and 770, within the jurisdiction of Sub Registry office Sonarpur, PO. Narendrapur, PS: Narendrapur (previously Sonarpur), within the limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas which is morefully and particularly described hereinafter as in the schedule hereunder.
32. Smt. Rama Prasad, the Owner herein, having come to know of such announcement offered a consolidated value of the said land/premises, having land area measuring about 09 Cottahs 06 Chittacks 15 Sq. ft. be the same or little more or less lying and situated at Mouza Ramchandrapur, J.L. No 58, L.R. Khatian No. 2398, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry Office Sonarpur, PO. Narendrapur, PS: Narendrapur (previously Sonarpur), within the limits of 1 no Bonhooghly Gram Panchayat, District: South 24 Parganas, for a Consideration amount of Rs. 22,00,000/- (Rupees Twenty-Two Lakhs only) in lump sum and Astral Buildcon Pvt. Ltd., the Vendor therein, accepted the offer, for an out and out sale of the said land/premises at a total consideration of Rs. 22,00,000/- (Rupees Twenty-Two Lakhs only) by way of the Deed of Conveyance dated 27th August 2021, registered in Book No. 1, Vol. No. 1604-2021, Pages from 230368 to 230402, Being No: 160406138 for the year 2021.
33. At all material times, one Panchanan Biswas son of Late Ramani Mohan Biswas, resident of Ramchandrapur, PS. Sonarpur acquired some ancestral properties which includes land comprised in Touzi No.110, Pargana Magura, Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680 and R.S. Khatian No. 96, PS. Sonarpur, within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, and the said Panchanan Biswas transferred land area measuring, more or less, 20 satak to one Srikanta Naskar, by one registered Deed of Sale which was registered and recorded in Book No.1, Vol. No. 28, Pages from 246 to 247, being No. 2525 for the year 1957 and registered at the Sub Registry Office, Baruipur.
34. While the said Srikanta Naskar was enjoying the said land, along with some other properties by way of purchase by different sale deeds from the then Vendors therein, the said Srikanta Naskar died intestate leaving behind his four sons namely; Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar, Bhim Naskar, two daughters namely; Minu Naskar, Minati Mondal and his wife namely Dhirbala Naskar, who collectively inherited the property left by said Srikanta Naskar.
35. Smt Dhirbala Naskar, wife of Srikanta Naskar along with Minu Naskar and Minati Mandal i.e., the two daughters of Srikanta Naskar transferred/ conveyed their shares acquired by them as the legal heir and successors of Srikanta Naskar unto and in favour of Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar, and Bhim Naskar, by executing a registered Deed dated 20th December 1993, which was registered at the Sub Registry Office, Sonarpur and recorded as being No. 8584 for the year 1993.
36. While the said four brothers namely Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar, Bhim Naskar i.e. the four sons of Late Srikanata Naskar collectively enjoying the land/property measuring about 20 satak (decimal) situated at Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680 and RS Khatian No. 96, PS. Sonarpur, within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, transferred the above said land measuring about 20 satak (decimal) along with their other land in R.S. Dag No. 681 at the same Mouza unto and in favour of – Impred India Pvt. Ltd., being represented by its director, Sri Jayanta Banerjee, son of Late Bhutnath Banerjee, by one registered Deed of Sale dated 18th February 2000, which was registered at the

office of the Sub Registrar, Sonarpur and recorded as Book No. 1, Vol. No. 24, Pages from 40 to 46, being No. 1376 for the year 2000.

37. After purchasing the above said land measuring about 20 satak (decimal), Impred India Pvt. Ltd., applied for mutation of its name, at the office of BL & LRO, Sonarpur vide mutation memo no. 1683/1/06 and thereafter mutation certificated dated 03.01.2008 was issued in favour of Impred India Pvt. Ltd., in respect of the above said 20 satak (decimal) land by the office of BL & LRO, Sonarpur.
38. By virtue of a Deed of Sale dated 20th April 2009, above said – Impred India Pvt. Ltd, being represented by its director- Sri Jayanta Banerjee, son of Late Bhutnath Banerjee, sold/ transferred/ conveyed the above said land measuring about 20 satak (decimal) more or less, unto and in favour of Sri Subrata Banerjee, son of Lakshmi Narayan Banerjee and Smt. Sampa Banerjee, wife of Sri Subrata Banerjee, both resident of 36 & 37, East Santoshpur Cooperative Housing Society, PS. Purba Jadavpur, Kolkata 700099, and the said Deed of Sale was registered at the office of the ADSR Sonarpur and recorded as Book No.1, CD Vol. No.12, Pages from 1540 to 1553, being no. 04051 for the year 2009.
39. After purchase the above said land measuring about 20 satak (decimal), Sri Subrata Banerjee and Smt. Sampa Banerjee mutated their names in the Record of Rights in respect of the above said land in the office of the BL & LRO, Sonarpur.
40. While they seized, possessed, and enjoyed the above said land measuring about 20 satak (decimal), Sri Subrata Banerjee and Smt. Sampa Banerjee sold/ transferred/ conveyed the above said land measuring about 20 satak (decimal) more or less, unto and in favour of Sri Mahendra Prasad, son of Dip Narayan Prasad, by virtue of a Deed of Sale dated 22nd March 2010, registered at the office of the DSR-IV, Alipore, South 24 Parganas and recorded as Book No. 1, CD Vol. No. 8. Pages from 3475 to 3490, being No. 02222 for the year 2010.
41. While seized, possessed, and enjoying the above said land measuring about 20 satak (decimal), Sri Mahendra Prasad sold/ transferred/ conveyed the above said land measuring about 20 satak (decimal) more or less, unto and in favour of Astral Buildcon Pvt. Ltd., by executing a Deed of Conveyance dated 25th day of March, 2010 which was registered at the office of the Additional Registrar of Assurances (ARA- I) and recorded as Book No. I, CD Vol. No 8, Pages from 1836 to 1855, being No. 02986 for the year 2010.
42. After purchasing the above said land measuring about 20 satak (decimal), Astral Buildcon Pvt. Ltd., mutated its name in the LR. Record of Rights at the office of the BL & LRO Sonarpur and allotted L.R. Khatian No. 2398 in respect of the above said land measuring about 20 satak (decimal) and thus ASTRAL Buildcon Pvt. Ltd., become the absolute owner of ALL THAT piece and parcel of said land measuring about 20 satak (decimal) which is equivalent to 12 Cottahs more or less, situated at Mouza Ramchandrapur. J.L.No. 58, RS Dag No. 680, LR Dag No. 771, LR Khatian No. 2398, under PS: Narendrapur (previously Sonarpur), within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, District - South 24 Parganas, Astral Buildcon Pvt. Ltd. is well seized, possessed, and sufficiently entitled the said land/premises.
43. While seized and possessed the above said land/premises, Astral Buildcon Pvt. Ltd., due to urgent need of money decided to sell, ALL THAT piece and parcel of Sali land measuring about 20 satak (decimal), equivalent to 12 Cottahs, more or less, situated at Mouza Ramchandrapur, J.L.No. 58, R.S. Dag No. 680, L.R. Dag No. 771, L.R. Khatian No. 2398, under PS: Narendrapur (previously Sonarpur), within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, District South 24 Parganas.
44. Smt. Rama Prasad, i.e., the Owner (as mentioned herein) being the purchaser therein, having come to know of such announcement offered a consolidated value of the said land/premises, having land area measuring about 20 satak (decimal) equivalent to 12 Cottahs, more or less, situated at Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680, LR Dag No. 771, LR. Khatian No. 2398, under PS: Narendrapur (previously Sonarpur), within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, District South 24 Parganas (hereinbefore and hereinafter referred to as the said land/premises), for a Consideration amount of Rs. 25,00,000/- (Rupees Twenty- Five Lakhs) only in lump sum and the ASTRAL Buildcon Pvt. Ltd., has accepted the offer of the

vendors for an out and out sale of the said land/premises at a total consideration of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) by way of the Deed of Conveyance dated 27th August 2021, Registered in Book No.1, Vol. No. 1604-2021, Pages from 230403 to 230431, Being No. 160406079 for the year 2021.

WHEREAS

1. Thus, Smt. Rama Prasad, referred to as **the OWNER** herein, by virtue of the two Deeds of Conveyance, registered in the year 2021, being nos: 160406079 and 160406138, became the absolute and lawful owner of 36 satak (decimal) or 21 cottahs 06 chittacks 15 sq.ft. (1431.16 sq.mtrs.) of the 'Said Land', situated at Mouza: Ramchandrapur, J.L. No. 58, comprised within R.S. Dag Nos. 679, 680 and L.R. Dag Nos. 769, 770, 771, within L.R. Khatian No. 3863, ALSO having Holding No. 8085 Ramchandrapur (Pubali Garden), under PO Narendrapur and PS: Narendrapur (previously Sonarpur), South 24 Parganas, Kolkata 700103, within the jurisdiction limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas, presently being assessed by the panchayat as holding no : 8085, Ramchandrapur (Pubali Garden) South 24 Parganas, Kolkata 700103, morefully described in the First Schedule, written hereunder.
2. The Owner and the Developer, entered into a "**Development Agreement**" (for Joint Venture), being no. 160312741, Book No. 1, Vol. No. 1603-2021, Pages 408736 to 408784, for the year 2021, AND ALSO executed a "**Development Power of Attorney**" (after Registered Development Agreement) being no. 160312763, in Book No. 1, Vol. No. 1603-2021, Pages 408715 to 408735, for the year 2021, both at the office of DSR – III, South 24 Parganas, to develop a project by constructing units/flats/apartments, over the total area of the 'Said Land', more particularly described in the First Schedule.
3. The Promoter has obtained the final layout plan approval (also referred to as the '**Sanction Plan**') for construction of a residential building project on the 'Said Land', with the Sanctioned Building Plan No: 795 / 925 / KMDA (upto G+IV, height 14.90 mt.) dated: 8th June 2023, comprising of 32 flats/apartments within ONE building, along with car parking spaces, etc, as approved by the relevant building departments of Zilla Parishad (South 24 Parganas), Sonarpur Development Block, Sonarpur Panchayat Samiti, and No 1 Bonhooghly Gram Panchayat).
4. The name of the project or the building, shall forever be known as "**SUNNIVA LEGACY**"
5. The Promoters are fully competent, to enter into this Agreement, and the legal formalities with respect to the rights, title, and interest of the Promoters regarding the said land, on which the Project is to be constructed, have been completed;
6. The project has commenced on _____, as per Architects' letter dated: _____, submitted to _____.
7. The Promoters agree and undertake that it shall not make any changes to these layout plans, except in compliance with the laws, as applicable;
8. The Promoters have registered the project - **SUNNIVA LEGACY**, under the provisions of the _____ Act, with the Real Estate Regulatory Authority, at _____ no _____; on _____ under registration.
9. **The ALLOTTEE**, had applied for a flat in the project vide application no./date, _____, and has been allotted, within the building **Flat No.** _____, on the _____ Floor, having **Carpet Area** _____ **Sq.ft.**, (with Built Up Area of _____ **Sq.ft.** and Super-Built-Up Area _____ **Sq.ft.**), along with _____ Covered/ Open Car Parking space _____, admeasuring 135 **Sq.ft.**, as permissible under the applicable law and TOGETHER with undivided proportionate share of land attributable to the 'Said Flat', more particularly described in the Second Schedule written hereunder and pro-rata share in the Common Areas, facilities, and rights, in lieu of '**Total Price**' or Consideration being the mutually agreed price of the Said Flat, more particularly described hereunder and in the Fourth Schedule.

10. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations, herein.
11. The Parties hereby confirm, that their signing this agreement is with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the project.
12. 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;
13. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees do hereby agree to purchase the Said Flat and the car parking space as specified in the Second Schedule;

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS;

- i. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell and the Allottees hereby agrees to purchase, the Flat as specified in the Second Schedule.
- ii. The "Total Price" or Consideration, for the 'Said Flat' No. ____ based on the Carpet Area having _____ Sqft., is Rs. _____/- (Rupees _____ only), as per details given in the Fourth Schedule, hereunder written, the 'Total Price' which means the Unit Price, Other Charges, and GST (as given below);

A. UNIT PRICE

Cost of Flat	: @ Rs _____ /- Sqft	Rs. _____
Cost of Car Parking Space	: @ Rs _____ /- Sqft	Rs. _____

(As per Fourth Schedule, Part I)

B. OTHER CHARGES

Extra & Developmental Cost (EDC)	: @ Rs _____ /- Sqft	Rs. _____
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(As per Fourth Schedule, Part I)

C. GST (Goods & Service Tax)	: [as applicable on A & B]	Rs. _____
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D. The 'TOTAL PRICE'	: [A + B + C]	Rs. _____
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(Rupees only)

IN ADDITION to the aforesaid 'Total Price', the following charges shall be payable to the Developer, as per the Payment Plan (in Fourth Schedule, Part III):

- Interest Free Maintenance Deposit (Sinking Fund) @ Rs 20/sq. ft. on the Super-Built-Up area of the Flat,
- Costs of EV Charging Point for Car Parking spaces,
- Costs of Electric Meter (including Deposits, Service Charges, etc),
- Costs for providing MS Grill for the Windows, Collapsible Gates, etc,
- Costs of any extra works /installations, as requested by the Allottee, at rates quoted by the Promoter;
- Stamp Duty, Registration Charges, Commissioning charges, and other Incidental Expenses;
- Charges for Mutation, assessment, and any incidental or miscellaneous charges, in relation thereof;
- GST or any other taxes, on the above (as applicable)

Explanation:

- The Total Price above includes the 'Booking Amount' paid by the Allottee to the Promoter, towards the Said Flat. In this context, it is agreed that 'Booking Amount', shall always mean a sum equivalent to 10% (Ten Percent) of the 'Unit Price' excluding GST (the 'Booking Amount').

- b. The Total Price above includes taxes (consisting of tax paid or payable by the Promoters, as applicable, by way of GST, VAT, etc, if any, as per law, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, (by whatever name called) up to the date of handing over the possession or the deemed date of such possession to the Allottee, after obtaining the Completion Certificate (CC).
[Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change/modification].
- c. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above, and the Allottee shall make payment demanded by the Promoter within 30 (thirty) days from the date of such Demand Letter or written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded, along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- d. The Total Price of Flat includes; The pro-rata-share in the Common Areas; and Parking Space as provided in the Agreement
- iii. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to or levied or imposed by a competent authority from time to time. While raising such demand on the Allottees for increase in development charges, cost/charges, etc imposed by competent authorities, the Promoter shall enclose the relevant notification/order/ rules/ regulations to that effect, along with the demand letter being issued to the Allottees, which shall be applicable on subsequent payments.
- iv. The Allottees shall make payments to the Promoter, towards the Total Price, as per the details and payment plan set forth in Fourth Schedule, mentioned hereunder.
- v. The Promoters may allow, in their sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a mutually agreed lumpsum or percentage per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision /withdrawal, once granted to the Allottee by the Promoter.
- vi. It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned and layout plans, the specifications and the nature of fixtures, fittings, and amenities, described herein in the Third Schedule, in respect of the flat or building, as the case may be, without the previous written consent of the Allottee. Provided That, the Promoter may make some minor additions or alterations, as requested by the Allottees, or such minor changes or alterations as per the provisions of the Act.
- vii. The Promoter shall confirm to the Allottee, the final Carpet Area of the Flat, that has been allotted to the Allottees after the construction of the building in which the Flat is situated is completed, and the occupancy certificate (or such other certificate by whatever name called, issued by the competent authority) is granted by the competent authority, by furnishing details of the changes (if any) in the carpet area. The total price or Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, within the defined limit, then the Promoter shall refund and /or adjust the excess money paid by the Allottee at the time of final possession or within 45 (forty five) days from the date of final demand for possession, along with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the Carpet Area of the Flat allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Fourth Schedule, herein. All such monetary adjustments shall be made at the same 'rate per square feet' as agreed above in Clause 1-ii, of this Agreement.
- viii. Subject to Clause 9 (Events of Defaults and Consequences) hereunder, the Promoter agrees and acknowledges, the Allottees shall have the right to the Flat, as mentioned below.
- a. The Allottees shall have exclusive ownership of the Flat;
- b. The Allottees shall also have right to use undivided proportionate share/interest in the Common Areas, to the extent required for the beneficial use and enjoyment of the Flat. Since the share/interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or

- hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoters shall convey undivided proportionate title in the common areas to the association of Allottees, as provided in the Act;
- c. That the computation of the price of the Flat, includes recovery of price of land, construction of not only the Flat, but also the Common Areas, internal development charges and external development charges, taxes, cost of providing electric wiring, in the common areas etc. and includes cost for providing all other facilities as provided within the project.
- ix. It is made clear by the Promoters and the Allottee agrees that the Said Flat (including the Parking Space), as the case may be, if any, allotted to the Allottee by the Promoters and as so mentioned in the **Second Schedule** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/Building is an independent self-contained Project, covering the Said Land and/or the additions made thereto and shall 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 the project's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the project/building.
- x. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the project - **SUNNIVA LEGACY**, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972
- xi. The Promoters agree to pay all outgoing, before transferring the physical possession of the Flat to the Allottees, which the Promoter has collected from the allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by the Promoter from the allottees or any liability, mortgage, loan and interest thereon before transferring the flats respectively to the allottees, then and in such event, the Promoter agrees to be liable, even after the transfer of flat, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- xii. The Allottees has paid a sum of Rs _____/- (Rupees _____ only) as Booking Amount being part payment towards the Total Price or Consideration of the Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat, as prescribed in the payment plan (Fourth Schedule, hereunder written) as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the Allottee delays in payment towards any amount, which is payable, within the due date, the Allottee shall be liable to pay interest at the rate as prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of this agreement, the Allottee shall make all payments and the Promoter abiding by the construction milestones, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of - **SUNNIVA REALTY**, payable at Kolkata, as manner mentioned in the said demand/ email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any grounds whatsoever, the Allottee shall be liable to pay to the Promoters, along with the amount payable within the following 5 days post such dishonour, a charge of Rupees Five Hundred (Rs 500) only plus applicable taxes, for every such dishonour.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer

of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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 Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoters accept no responsibility in regard to matters specified in paragraph above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters 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 Flat applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Flat, if any, in the Allottee's name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and/or for handing over the Flat to the Allottee and the Common Areas to the association of allottees or the competent authority, after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan in Fourth Schedule. The common areas, amenities, and facilities of the project, however, will be handed over only upon of completion of the entire project in due course of time.

6. CONSTRUCTION AND DEVELOPMENT of the Project / Flat (Apartment)

The Allottees has understood and agreed to the 'Specifications of the Flat' mentioned in the Third Schedule, and the 'Payment Stages & Plan' mentioned in the Fourth Schedule, hereunder. The Allottees have accepted the floor plans, layout plans, as approved by the competent authority, as represented by the Promoter. The Promoter shall develop the building project in accordance with the said layout and floor plans and the specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed South 24 Parganas Zilla Parishad and No 1 Bonhooghly Gram Panchayat or any relevant competent authorities, and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

The Allottee shall not, in any manner cause obstruction and/or hindrance to the construction and the development of the project. If due to fault of the Allottee, the Promoter is affected or restrained from carrying out the construction, or is restrained from transferring or disposing of the flats, then save as except the other rights of the Promoter, the Allottee shall be liable to compensate and indemnify the Promoter for all such loss, damage, cost claims etc. that may be suffer or incurred.

7. POSSESSION of the Said Flat (Apartment)

- a. **Schedule for Possession of the Said Flat:** The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat by _____, unless there is a delay, failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused

by nature affecting the regular development of the real estate project (the 'FORCE MAJEURE'). If, however, the completion of the project is delayed due to Force Majeure conditions then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter, to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees, the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the allottees, the Allottee agrees that he/ she shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement.

- b. **Procedure for taking Possession:** The Promoters, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority), shall within a maximum period of fifteen days from such date (the "NOTICE OF POSSESSION") offer, in writing, the possession of the Flat, to the Allottee in terms of this Agreement by sending the notice of such offer by registered/speed post/e-mail calling upon the Allottee to take possession of the Flat within a maximum of 45 (forty five) days from the date of receipt of the said Notice of Possession by the Allottee (being the "POSSESSION DATE or the "DEEMED DATE OF POSSESSION"). Provided that the conveyance deed of the Flat in favour of the Allottee shall be executed and registered by the Promoters (subject, however, to the Allottee making all payments as mentioned in the Fourth Schedule hereto and taking possession of the Flat in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoters, as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) and the Promoters shall give possession of the Flat to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee, after taking possession and/or from the Deemed Date of Possession, agrees to pay the maintenance charges taxes etc as determined by the Promoters/ Association of allottees, as the case may be, after the issuance of the Occupancy Certificate (or such other certificate by whatever name called issued by the competent authority), for the project.
- c. **Failure of Allottees to take Possession of Flat:** Upon receiving a written intimation from the Promoters as per **Clause 7-b**, hereinabove, the Allottees shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Allottees. In case the Allottees fails to take possession within the time provided in **Clause 7-b**, such Allottees shall continue to be liable to pay maintenance charges as applicable, AND also failing to complete registration within 3 months of notice of possession, the Promoter will charge for each flat, an extra Rs 5000/- per month or part thereof, as 'safe custody charges', which will become due from the Allottees, on or before such registration.
- d. **Possession by the Allottees:** After obtaining the Occupancy Certificate (or such other certificate by whatever name called issued by the competent authority) and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.
- e. **Cancellation by Allottees:** The Allottees shall have the right to cancel/ withdraw, the Allottee's allotment in the project as provided in the Act; Provided that where the Allottees proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire Booking Amount paid for the allotment. The balance amount of money paid by the Allottees shall be returned by the Promoters to the Allottee within 45 (forty-five) days of such cancellation, after deduction of any taxes paid on behalf of the Allottees.
- f. **Compensation:** The Promoters shall compensate the Allottees in case of any loss caused to him due to defective title of the Said Land, on which the project is being developed or has been developed, in the manner as provided in the Act, and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, If the Promoter fails to complete or is unable to give possession of the Flat;
- i. In accordance with terms of this Agreement duly completed by as specified in **Clause 7-a**; 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;

The Developer shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the rules, including compensation in the manner as provided in the Act, within 45 (forty-five) days of it becoming due. Provided that where if the Allottees does not intend to withdraw from the project, the Promoter shall pay the Allottees interest at the rate specified in the rules, for every month of delay, till the handing over of the possession and/or 'deemed date of possession' of the flat, whichever is earlier.

8. REPRESENTATIONS AND WARRANTIES of the Promoter

The Promoter hereby represents and warrants to the Allottees, as follows:

- i. The Promoter has absolute, clear, and marketable title; the requisite rights to carry out development; and absolute, actual, physical, and legal possession for the project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- iii. There are no encumbrances upon the Said Land or the project; Save and Except, that the Promoters may take a loan from banks or financial institution against the security of the said land. In such case, the Promoter shall cause the said bank, if necessary, to issue 'no objection letter' in favour of the Allottee, to enable such an allottee to take housing/home loan from a bank or financial institution for financing the purchase of the said flat. The Promoters further undertake that the Promoters shall cause the said banks to release the said flat from the mortgage, as may be created by the Promoters, on or before executing the deed of conveyance in favour of the Allottees, and so the Allottees will get the title of the Said Flat, free from all encumbrances;
- iv. There are no litigations pending before any court of law with respect to the said land or the said flat or the project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, land and flat, are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, building, the Said Land, Said Flat, and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottees created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person/party, pertaining to the said land, the project or the flat, which in any manner, may affect rights of the Allottees under this agreement;
- viii. The Promoters confirm that the Promoters are not restricted in any manner, from selling the Said Flat to the Allottees, as contemplated in this agreement;
- ix. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Flat to the Allottees, and the common areas to the Association of Allottees or the competent authority, as the case may be at the time of completion of the project;
- x. The Said Land 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 property;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the project to the competent authorities;
- xii. No notice from the Government/any other local body/authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- xiii. That the property is not 'WAQF' property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- a. Subject to the 'Force Majeure' clause, the Promoter shall be considered under a 'condition of Default', in the following events:
 - i. The Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified in Clause 7-a; For this purpose, 'ready to move in possession' shall mean that the Said Flat shall be in a habitable condition, complete in all respects;
 - ii. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations, made thereunder.
- b. In case of Default by Promoter under the conditions listed above, the Allottee is entitled to the following:
 - i. Stop making further payments, or as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and thereafter the Allottee be required to make the next payment without any penal interest; OR
 - ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever, towards the purchase of the flat, along with interest at the rate specified in Rules, within 45 (forty-five) days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession/Deemed date of possession of the Flat, whichever is earlier.
- c. The Allottee shall be considered under a 'condition of Default', on the occurrence of any of the following events:
 - i. In case the Allottee fails to make payments for **2 (two)** consecutive demands made by the Promoter as per the payment plan mentioned in the Fourth Schedule, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
 - ii. Without prejudice to the rights of the Developer to charge interest (mentioned above); in case of Default by Allottee under the condition listed above continues for a period beyond **2 (two)** consecutive months after notice for the rectification of default from the Developer in this regard, the Developer shall cancel the allotment of the Flat in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and after deduction of tax/levy as maybe applicable at the time of such termination by the Developer, and any liability of the Developer shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT

The Developer, on receipt of the 'Total Price' of the Flat under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title of the Said Flat, together with proportionate and indivisible share in the Common Areas and with the rights appurtenant thereto, within 3 (three) months from the issuance of the Occupancy Certificate (or such other certificate by whatever name called issued by the competent authority). However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc., so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottees. The Allottees shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899, including any actions taken or deficiencies/ penalties imposed by a competent authority(ies).

11. MAINTENANCE OF THE SAID PROJECT / BUILDING

The Promoter shall be responsible to provide and maintain essential services in the building/project, till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance, for a period of 12 months after receiving the Occupancy Certificate (or such other certificate by whatever name called issued by the competent authority), has been included in the Total Price of the Flat, as described in the Fourth Schedule.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any defect caused by shortage in quality, workmanship, provision of services or other obligations of the Promoter, as per the agreement for sale relating to such development is brought to the notice of the Promoter, within a period of 5 (five) years by the Allottees, from the date of handing over possession or Deemed Possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation, in the manner as provided under the Act. However, the Promoter shall not be responsible for any defects or matters relating to natural wear and tear, passage of time & usage, weather induced conditions, negligence, misuse, or non-maintenance of any part, of the said flat or building.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS & FACILITIES, SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

- i. The Allottee hereby agrees to purchase the Flat on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Agency appointed or the Association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.
- ii. The Allottee hereby agrees to pay Maintenance Charges in the timely manner, being the proportionate share of maintenance expenses, as a part of his responsibility with the allotment and/or purchase of the said flat, along with his right to the use of Common Areas. Such Maintenance Expenses, may include, all costs, charges, bills, and amounts payable towards:
 - a. Lighting (including electricity bills, etc), cleaning & housekeeping, for its services and the cost of materials for the same,
 - b. Cost of security, cleaners & sweepers, liftmen, caretaker, or any staff etc, in the form of salaries or any indirect expenses attributed thereto;
 - c. Cost of working, upkeep, maintenance (and materials), repair & replacement of; Lifts, DG sets, CCTV system, lights, pumps & motors, installations, fixtures, etc of common areas;
 - d. Municipal taxes, Insurance and any other such outgoings, of the building,
 - e. Cost of decorating the exterior of the building.
 - f. All/any expenses for maintaining, repairing, decorating, re-decorating, etc. the common areas of the building/project or part thereof (including the exteriors, roof, gutters, pipelines & wiring, etc, as enjoyed by all Allottees and collectively used.
 - g. Any such other expenses as deemed by Promoter herein, necessary, or incidental, for the maintenance and upkeep of the building.
- iii. The Allottee hereby also agrees to pay Maintenance Charges, and shall not withhold payment of the same on any account whatsoever. Any delay/default in payment of Maintenance Charges, shall entail interest for delayed payment @2% per month or part thereof; on amounts outstanding AND,
- iv. If such default continues for a period of 2 months the Promoter or Association, without prejudice to their rights and contentions, shall be entitled to, and the Allottee shall be deemed to have consented:
 - a. To prevent usage of the lift and restricted usage of Common Areas, and the said services shall be restored only upon payment of all previous pending amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
 - b. To being given notice on the common notice board of the building with the details of such outstanding and dues
 - c. The aforesaid shall be enforced in accordance with law.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS

The Developer/ maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ closed parking spaces and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency, to enter into the said 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.

15. USAGE

Use of Basement and Service Areas: The basement and service areas (if any), as located within the project, shall be earmarked for purposes such as parking spaces and services, etc. including but not limited to, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, pumps, and equipment etc. and other permitted uses as per the Sanction Plan. The Allottee shall not be permitted to use the service areas and the basement, in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees or caused to be formed for the allottees, for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID FLAT

- a. Subject to **Clause 12** (Defect Liability) above, the Allottee after taking possession, be solely responsible to maintain the said flat at own cost, in good repair and condition and shall not do or suffer to be done, anything in or to the flat/building, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, etc.; which may be in violation of any laws or rules of any authority or change, alter, modify, make additions to the flat, and keep the flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, of the building is not in any way damaged or jeopardized.
- b. The Allottee further undertakes, assures, and guarantees that the Allottee would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the building or anywhere on the exterior of the project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat 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 flat.
- c. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions;

17. COMPLIANCE OF LAWS, NOTIFICATIONS etc., BY PARTIES

The Allottee is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee hereby undertakes to shall comply with and carry out, from time to time after the Allottee has taken over for occupation and use the Said Flat, all the requirements, requisitions, demands and repairs which are required by any competent authority, in respect of the Said Flat at Allottee's own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or put up additional structures, anywhere in the project, after the Sanction Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE CHARGE

Subject to **Clause 8-iii** hereinabove, after the Promoters execute this Agreement, the Promoters shall not create any further mortgage or charge on the 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 Allottee who has taken or agreed to take such Flat.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

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, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Flat /project, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through 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 Said Flat and the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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 as per the Fourth Schedule hereto, including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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 Allottees in project, the same shall be the proportion which the carpet area of the flat, bears to the total carpet area of all flats in the project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of

any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its sole-proprietor or its authorized signatory, at the Promoter's office or at some other place, which may be mutually agreed between the Developer and the Allottee, in Kolkata, after the Agreement is duly executed by the Allottee and the Promoter, simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registry office. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

That 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 Registered Post/Speed Post at their respective addresses, specified below:

Promoters Name and Address:

SUNNIVA REALTY

19 Pollock Street, 2nd Floor, Room No 2/20, PO: Kolkata GPO, PS: Hare Street, Kolkata 700001 (WB).

Allottees Name and Address:

Mr _____ & Mrs _____
(Address: _____)

It shall be the duty of the Allottee and the Promoters, to inform each other of any change in address subsequent to the execution of this Agreement, in the above address by Registered Post/Speed Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given) on the next following business day in the place or receipt (of if given by registered/speed post with acknowledgment due) two days after posting and proving the same it shall be sufficient to show.

31. JOINT ALLOTTEES

That in case of Joint Allottees, all communications shall be sent by the Developer to the Allottees, whose name appears first and at the address given by them, which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW & JURISDICTION

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. As this Agreement is executed in Kolkata, it is agreed by both parties that the courts of Kolkata shall have jurisdiction for all or any matter which is the subject matter of this agreement.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, through the Adjudication Officer appointed under the Act.

34. RIGHT TO USE CAR PARKING

Car Parking spaces, comprising both covered and open parking spaces, would be provided within the project, which are earmarked as sanctioned by the authorities. These Car Parking spaces will be allotted as sanctioned, by the sole discretion of the Promoter. Any unallotted parking space, shall continue to remain the property and in possession of the Promoter, and shall be allotted/ put to use, only by the Promoter. Earmarking of specific parking space will be done by the Promoter at its sole discretion at the time of giving possession of the Said Flat. Each allotted parking space will entitle the Allottee the right to park only upto one medium sized motor car. In case of transfer, the right to use the parking space shall be automatically

transferred along with the said flat. The right to use the parking space under no circumstance is separately transferable. This right to use the parking space(s) shall not confer upon the Allottee any right to construct over such spaces. No parking space shall be allowed to be encroached, either by a wall or grills or any other structure. Also, there may be some reserved area for parking two wheelers. Any of the Allottees shall not park, two-wheeler in any area, other than the one specifically allotted to the Said Flat/ Allottee.

35. FACILITATION AND ASSISTANCE FROM BANKS, etc.

For the purpose of facilitating the payment of the Consideration of the said flat, the Allottee shall be entitled to apply for and obtain housing loan, financial assistance from banks/financial institutions. In such event, the Promoter shall act in accordance with the instructions of the bank/ financial institution, in terms of the agreement between the Allottee and the bank/ financial institution, SUBJECT TO HOWEVER the Promoter being assured of all amounts being receivable as Consideration, for transfer and sale of the said flat. In no event, the Promoter, shall assume any liability and/or responsibility for any loan, financial assistance, which may be obtained by the Allottee from such bank/financial Institution.

36. NOMINATION OR TRANSFER of the Said Flat

- i. The Allottee cannot nominate or transfer the Said Flat, in favour of a third party within a period of 12 months from the date of Allotment and until the payment of dues outstanding, as on the date of transfer/nomination. The Promoter may at its sole discretion permit the same on payment of transfer / nomination fee of 2% on the Total Unit Consideration or Nomination Price of the composite unit whichever is Higher, submission of inter alia affidavit/ request for transfer/ nomination or any other document and on such terms and conditions and guidelines as it may deem fit.
- ii. In such case of Nomination or transfer, the Allottee shall obtain prior permission of the Developer, and then the Allottee and the nominee shall be bound to enter into a Tripartite Agreement with the Developer and the Allottee.
- iii. In case the flat is transferred/ nominated as per the above-mentioned clause, the terms of this Agreement shall be equally applicable to the New Allottee, and its shall be mandatory for the New Allottee to enter into an Agreement with the Promoter in respect of the flat being transferred or nominated. The Agreement shall contain such terms and conditions as may be decided by the Promoter. If the New Allottee fails and/or neglects to enter into an Agreement to Sale with the Promoter, such transfer or nomination shall be null and void.
- iv. However, before the execution of the registered Deed of Conveyance/ Sale Deed in respect of the Said Flat, no transfer fee shall be payable in case such transfer is in favour of the spouse or children of the Allottee.
- v. Only upon payment of Full Price or Consideration, performing and observing all the conditions, covenants to be performed and observed, on the part of the Allottee, the Promoter shall sell and transfer the Said Flat in favour of the Allottee.

37. FORCE MAJEURE

It is agreed that the Promoters shall not be treated in breach of any of the conditions of this Agreement or any part thereof during the period when the Force Majeure situation prevails. The Force Majeure situation may include, but not limited to the following conditions:

- a. Fire and/or War,
- b. Earthquake, Floods, Tempest, and/or Natural Calamity,
- c. Any acts of Gods,
- d. Riots, Local Disturbance, or Civil Disobedience,
- e. Labour Unrest and/or Non-performance by Contractors,
- f. Abnormal increase in prices of raw materials or shortage in supply, thereof,
- g. Recession in economy or industry,
- h. Prohibitory orders from any Court of Law or Judicial, or Quasi-Judicial Authorities, Statutory Bodies or Departments, Municipalities, Governments.
- i. Delay in grant of Water, Sewage, Drainage or Electricity connection and/or any other permission, sanction, necessary for normal completion of project.
- j. Any inaction/non-action on part of any statutory/Quasi-Judicial authority.
- k. Other miscellaneous, or unavoidable circumstances, beyond the control of the Promoters.

38. DISCLAIMER

- 38.1 All terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of /or inconsistent with the terms and conditions, set out above or in the Act and the Rules and Regulations made thereunder.
- 38.2 The following clauses are to be read in continuation to sub **Clause 1-viii**, above:
- i. The rights of the Allottee are limited to ownership of the Said Flat and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
 - ii. The Allottee has the right to visit the project site, to assess the extent of development of the project/flat, only with prior appointment from the Developer (himself or his nominated representative), as the case may be.
 - iii. The Common Areas shall always be and remain, subject to changes and modifications, as may be deemed fit and necessary by the Promoters (without affecting the rights of the Allottee, prejudicially) to accommodate its future plans regarding the project/ said flat, and the Allottee hereby accepts the same and under any circumstances, the Allottee shall not raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such changes in Common Areas.
 - iv. The Allottee shall only have user rights in the Common Areas of the project to the extent required for beneficial use and enjoyment of the said flat and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the project, contrary to the provisions of the Act and/or the Rules and Regulations made thereunder.
- 38.3. In respect of **Clauses 7 and 9**, of this Agreement, it is clarified that all amounts collected as GST and deposited with the appropriate authorities shall not be returned by the Promoters, and the Allottee shall be responsible and/or liable to approach the authorities concerned for refund of such GST.
- 38.4. In continuation to **Clause 7(e) and 9(c)**, above the Allottee agrees that in the event the Allottee is required by the Promoters to execute and appear before the Registrar for the registration of a Deed of Cancellation of this Agreement pursuant to the cancellation of this Agreement by the Allottee or for other reasons then, and in such event, the Allottee hereby agrees to do so without any claim, charge and demand and only on registration of such Deed of Cancellation, the Developer shall refund to the Allottee amounts as mentioned in **Clause 7(e) and 9(c)**, above.
- 38.5 The Allottee has clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and/or the Rules and Regulations made thereunder. The Allottee hereby agree and confirm that the Allottee will comply with this mandatory requirement and in case of failure and/or non-compliance of this mandatory requirement by the Allottee, then, and in such event, this Agreement shall be liable to be cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow. The Allottee agrees to pay the necessary Stamp Duty, registration fees, all other charges, and expenses if any, that may be payable for registration of the Deed of Cancellation as mentioned in **Clause 38.4** above. The Allottee further understands and agrees that upon such cancellation, the amounts already paid towards Stamp Duty and Registration Fee of this Agreement is non-adjustable or non-refundable under the Act and/or the Rules and Regulations made thereunder and the Allottee will have no claim, whatsoever, against the Promoters in this regard.
- 38.6 In the event the Allottee is unable to execute the said Deed of Cancellation as mentioned in **Clause 38.4** above then, and in such event, the Promoters shall have the right to unilaterally execute and/or register the said Deed of Cancellation to the extent and in the manner permissible under the Act and/or the Rules and Regulations made thereunder and the Allottee shall not object to the same.
- 38.7 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoters shall have the right to re-allot the Flat to any third party thereafter and this Agreement for Sale in

favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

38.8. The following are to be read in continuation to **Clause 12** above, the Developer shall not be liable to rectify any defect occurring under the following circumstances:

- i. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Flat, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications, or alterations;
- iii. If there are changes, modifications or alterations in doors, windows, or other related items, then the Developer will not take responsibility of such alignment, locks, or seepage therefrom or any other related defects arising directly or indirectly out of such changes, modifications, or alterations;
- iv. If the Allottee after taking actual physical possession of the Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- v. If the materials and fittings and fixtures provided by the Developer are not being maintained by the Allottee or the Allottee's agents in the manner in which the same is required to be maintained.
- vi. Any electrical fittings, gadgets, appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the flat, going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- vii. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in buildings, are not structural defects, requiring repair from time to time, as a part of general maintenance of the building.
- viii. If the Architect certifies that such defects, are not manufacturing defect or due to poor workmanship or poor quality. For this an 'Architect' shall mean any person, firm, whom the Promoter may appoint from time to time as the Architect of the building to be constructed at the said land;

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

39. COVENANTS AND RIGHTS of the Allottee

The Allottee, with the intention to bring all persons into whosoever's hands the Flat may come, hereby covenants, and agrees with the Promoters as follows:

- a) That the Allottee shall observe, perform, and fulfil the covenants, stipulations, restrictions, and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **Fifth Schedule** hereunder written;
- b) That the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- c) That the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the maintenance charges and expenses as determined and thereafter billed by the Developer or the association of allottees, as the case maybe, and shall further be subject to the performance by the Allottee of the obligations of the Allottee in respect of the terms and conditions specified by the Developer or the association of allottees, as the case maybe, from time to time;
- d) That the Allottee shall bear and pay all the municipal taxes, land tax (khajna), rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all such other outgoings (collectively called the 'Outgoings') related to the flat, on and from the Possession Date or the

Deemed Date of Possession whichever is earlier. However, so long as the Flat is not separately assessed for municipal taxes, land tax (khajna), rates, levies surcharges and other Outgoings, the Allottee shall be liable to and will pay and/or reimburse the Allottees proportionate Outgoings attributable to the Flat to the Developer and/or the association of allottees.

- e) That the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Flat in the records of the concerned authorities within a period of three (3) months from the date of registration of the Deed of Conveyance and shall keep the Promoters indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoters due to non-fulfilment and/or non-observance of this obligation by the Allottee,
- f) That the Allottee shall not object to the association of allottees granting to the Promoters, (i.e. Joint Owners and the Developer) and also to the allottees/occupiers of other Flats/units of the project and/or to their respective successors-in-interest/title, as the case may be, unfettered, and perpetual easements over, under and above all common areas,
- g) That the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction, and/or exterior façade of the flat and building, under any circumstances.
- h) That the Allottee hereby accepts not to sub-divide the flat and common areas, under any circumstances.
- i) That the Allottee hereby also accepts not install any collapsible gate/grill outside the main front entrance or the balcony or verandahs and/or terrace, of the said flat,
- j) That the Allottee hereby also accepts not to install any window grills, etc that may change the exterior façade of the building and/or the flat. However, the allottees may install window grills on the inner side of the aluminium windows, with the permission of the developer and the design approved by the Developer/ his Architect.
- k) That the Allottee hereby accepts, confirms, and declares that the covenants of the Allottee as contained in this Agreement shall - run perpetually; AND bind the allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement,
- l) The Allottee and all persons under him, shall observe, all the rules and regulations that be framed by the association from time to time,
- m) The Allottee shall be responsible for the upkeep, maintenance, internal security of the said flat allotted/ transferred,
- n) The Allottee shall have to apply to the concerned authority/WBSEDCL, for obtaining supply of power and a separate meter for their allotted 'said flat', and its deposits and charges shall be borne by the Allottee,
- o) The Allottee, after the execution and registration of the conveyance deed, shall at own cost, apply to the concerned authorities for separate assessment of the flat for municipal taxes, and mutation of the name of the Allottee.
- p) The Allottee shall neither have nor shall claim any right or interest in any additional area that is or can be constructed lawfully on the said land or part thereof, due to need, changes in any law, rules, regulations, or bye-laws or otherwise nor shall have any right or interest in any future vertical or horizontal exploitation of the building at the said land by way of additional or further construction.
- q) The Allottee shall not be allowed any reimbursement or discount in the 'total price' or consideration of the flat, if the Allottee wants/intends to do away or omit, any part of the works, installations, fixtures & fittings of the flat, as proposed or done by the Promoter.
- r) Due to any operation of law, or any statutory order or otherwise, if a portion of development of the project is affected, discontinued, or truncated, then the Allottee so affected by such an event, will have no right of compensation from the Promoters. However, the Promoters will refund all the money received, to the Allottee, without any interest.
- s) The Allottee by themselves, shall not install any dish-antenna on the balcony or windows of the building or on any external part of the building and/or the roof thereof; save and except at the spaces specifically designated or earmarked for such purpose, by the Developers and/or the association of allottees;
- t) The Allottee shall not be entitled to nominate, let-out, mortgage, grant lease in respect of the respective Flat, without the written consent of the Promoter and until such time, the 'Total Price' or consideration has been paid to the Promoter.

.....

The FIRST SCHEDULE above referred to – The 'SAID LAND'

ALL THAT the piece or parcel of land together with structures, tenements, hereditaments, premises and others thereof, containing as to develop and construct flats/units, on a total area of **21 Cottahs 06 Chittacks 15 Sq.ft.**, OR 36 satak (decimals) be the same or little more or less, lying and situated at Mouza: Ramchandrapur, J.L. No. 58, comprised within R.S. Dag Nos. 679, 680 and L.R. Dag Nos. 769, 770, 771, within L.R. Khatian No. 3863, within the jurisdiction limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas, **AND** having holding no: 8085 Ramchandrapur (Pubali Garden), under PO: Narendrapur and PS: Narendrapur (previously Sonarpur), South 24 Parganas, Kolkata 700103, West Bengal. The 'Said Land' is butted and bound in the following manner,

On the NORTH side	:	16 feet wide Road,
On the WEST side	:	16 feet wide Road,
On the SOUTH side	:	Land of RS Dag No: 681,
On the EAST side	:	Land of RS Dag No: 690, 691.

The SECOND SCHEDULE above referred to – The 'SAID FLAT'

ALL THAT the Flat No. _____ measuring Carpet Area of _____ Sq.ft., having Built-Up Area _____ Sq.ft. (Super Built-Up Area: _____ Sq.ft), be the same a little more or less, having a living-dining room with a balcony, one kitchen, _____ bedrooms, two toilets, **ALONG WITH** the right to park **ONE** motor car at the designated space, being Covered/Open Car Parking measuring about 135 Sq.ft. thereon, **TOGETHER WITH** the undivided proportionate share, interest or right in the general common elements, common areas and facilities attributable to the 'Said Flat' in the building, **AND TOGETHER WITH** the undivided and impartible proportionate share in the land comprised in the 'Said Land' of the First Schedule.

The Said Flat No. _____ shares walls or is bound as;

On the NORTH side	:	Open to Sky / Lift / Staircase / Lobby / _____
On the WEST side	:	Open to Sky / Lift / Staircase / Lobby / _____
On the SOUTH side	:	Open to Sky / Lift / Staircase / Lobby / _____
On the EAST side	:	Open to Sky / Lift / Staircase / Lobby / _____

The THIRD SCHEDULE above referred to – The 'SPECIFICATIONS' of Said Flat

Structure:	RCC Framed Structure with RCC Foundation,
Walls & Finish:	Bricks (AAC or Red) with Plaster, Internal finish - with Putty/POP, External finish - with Weather Shield with exterior grade paint/ Snowcem.
Doors:	Main Door – Laminated Flush Door, Other Internal Doors – Hardwood Flush Doors, with primer coated seasoned hardwood Door-Frames,
Windows:	Aluminum Windows (with clear glass, without any grills),
Flooring:	Vitrified Tiles in Bedrooms, Living-Dining areas, Ceramic/Vitrified Tiles in Balcony, Kitchen, Toilets, etc.,
Kitchen:	Granite Counter Top with Stainless Steel Sink, Ceramic Tiles upto 30", above kitchen platform,
Balcony:	Balcony with MS Railings upto 42" from floor level, with one point for Washing Machine,
Bathroom:	Ceramic Wall Tiles, upto 72" from floor level, Concealed Hot-Cold pipelines with a Geyser point,
Bathroom Fittings:	CP Fittings & Sanitaryware (including Basin with counter and WC),
Locks & Fittings:	Main Door – with Night Latch & Tower Bolt, Other Doors – Stoppers & Bolts,
Electrical:	Concealed Copper/ Aluminum wiring, with Modular/ Semi-Modular Switches,

Infrastructure for AC: Electrical Power Point for AC, at designated places in all rooms,
Pre-fitted MS tray/cage provision for placing outdoor units,
Drainage points for AC units, and wall-hole for ducting at designated places,
(NOT INCLUDING, supply/installation of any Indoor/Outdoor AC unit or its accessories).
AND

the for the COMMON AREAs;

Lobby: Vitrified Tile/Marble Flooring, and Ramp for wheelchair access on ground floor,
Staircase: Two Staircases with IPS flooring/ceramic/mosaic Tiles with MS Railings,
Windows: Steel Window Grills with clear glass,
Elevator/Lift: Automatic Lift with Automatic Rescue Device (ARD) system,
Roof-top Extras: Enclosure Lounge (with AC),
Cabana Seating Area (open air),
Roof-level access by Automatic Lift,
Water Supply: From Deep Tube-well or Municipal Waterline,
with Overhead Tank storage, and an electrical Pump,
DG Back Up: Power back: 750 Watts for 2 BHK flats & 1000 Watts for 3 BHK flats,
and for essential common installations,
CCTV System: Closed Circuit Camera, TV, surveillance system, for building security,
Common Room: Multipurpose Common Utility Room (on ground floor),
Entry-Exit Gates: Multiple gates for entry & exit, into and from the building,
Driveway: 4 Mtr. wide Driveways on three sides of the building.

**The FOURTH SCHEDULE above referred to – 'The TOTAL PRICE or Consideration,
PAYMENT PLAN & other Extra/Optional Charges of the Said Flat'**

I. TOTAL PRICE or CONSIDERATION

- A. Consideration OR Base Price of the Flat: Rs _____ plus GST,
B. Car Parking Space: One Covered/Open Type: Rs _____ plus GST,
C. Extra & Developmental Charges (EDC) : Rs _____ /Sq.ft. plus GST,
This EDC, as mentioned above, is for;
a. Electric Main Line / Transformer (by WBSIEDCL) for the project/building,
b. Power Back-up System (DG set),
c. Closed Circuit (CC TV) System,
d. Roof-top Amenities (AC Enclosure Lounge, Open Air Cabana Seating, Lift with Roof-level access, etc)
e. Multipurpose Common Utility Room (on Ground Floor),
f. Pre-fitted MS tray/cage for AC set-up in flats (Including electrical points, wall-bore with cover, drainage outlet for outdoor AC units, and NOT INCLUDING any air-conditioners or its accessories).
g. Maintenance Charges (for first 12 months, from Possession Date/Deemed Possession Date)
h. Legal Documentation Charges (for drafting & preparing Agreement & Conveyance Deeds of the project), AND;

II. EXTRA Payable by the Allottee;

- i. Interest Free Maintenance Deposit: Rs 20/Sq.ft. on Super Built Up Area of Flat
OPTIONAL Add-On Charges, Payable Extra by the Allottee (if requested):
ii. For EV Charging Point (electrical) at the Car Parking;
iii. Electric Meter (including Deposits, Service Charges, etc);
iv. Window Grills & Collapsible Gate, etc;
v. Any Other Extra Works (at rates quoted by the Developer);
vi. Stamp Duty, Registration/Commissioning charges, including related incidental expenses;
vii. Charges for Mutation, Assessment, or related Miscellaneous Costs;
viii. GST or any other taxes (as applicable).

III. PAYMENT PLAN

A. Consideration (towards the Flat & Car Parking):

- | | | |
|-------|---|--|
| i. | Rs _____ /- | Booking Amount, |
| ii. | 20% of Consideration (less Booking Amount), | Upon Agreement/Foundation, |
| iii. | 10% of Consideration, | Upon 1 st Floor Slab Casting, |
| iv. | 10% of Consideration, | Upon 2 nd Floor Slab Casting, |
| v. | 10% of Consideration, | Upon 3 rd Floor Slab Casting, |
| vi. | 10% of Consideration, | Upon 4 th Floor Slab Casting, |
| vii. | 10% of Consideration, | Upon Final Roof Slab Casting, |
| viii. | 10% of Consideration, | Upon Brickwork of Flat, |
| ix. | 10% of Consideration, | Upon Flooring of Flat, |
| x. | 5% of Consideration, | Upon Exterior Painting of the Building, |
| xi. | Balance 5% of Consideration | Registration/Possession, whichever is earlier. |

With maturity of work stage completed, the Developer shall issue a Demand Letter, stating the relevant details of amount due/payable by the Allottee, and such payment shall be payable within 30 days of such Demand Letter, or as mentioned therein;

B. Extra & Developmental Charges (EDC) – is payable as;

- i. 50% upon Agreement,
- ii. Balance 50% upon Registration/Possession, whichever is earlier.

C. GST & Taxes: To be paid proportionately, (as per the work stage completed OR Amount due OR Amount paid),

- D. EXTRA Payable - Interest Free Maintenance Deposit: Payable at the time of Registration/Possession
- E. OPTIONAL Add-On Charges (as requested by Allottee): Payable at the time of Registration/Possession.

The FIFTH SCHEDULE above referred to – 'The Terms, Conditions, Covenants, Stipulations, Obligations, and Restrictions to be observed, by the Allottee and/or Occupiers of the Said Flat'

The terms, conditions, stipulations, obligations, and restrictions that the Allottee and all persons into whose hands the Flat may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas located within the project, shall be earmarked for purposes such as parking spaces and services, including but not limited to, electric sub-station/transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc., and other permitted uses as per the sanctioned plan, AND that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoters and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the allottees/occupiers of other flats of the project, the Promoters and/or the Association, as the case may be, in the management and maintenance of the flat, building and the project AND shall abide by the directions and decisions of the Promoters and/or the Association, as the case may be, as may be made from time to time, in the best interest of the flat, building and the project;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoters and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Flat and/or the project and shall also abide by the Act and/or the Rules and Regulations made thereunder;
4. That the Allottee shall pay to the Promoters or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the building and/or the project, that has been caused by wilful act or negligence of the Allottee and/or any occupier of the flat and/or family members, guests or servants of the Allottee or such other occupiers of the flat;
5. That the Allottee shall carry out at his own cost all internal repairs and maintenance of the said flat and shall maintain the flat in the same condition, state and order in which it was delivered by the Promoters to the

- Allottee and shall not do or suffer to be done anything in or to the flat or building which may be contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
6. That the Allottee shall not store in the flat any goods which are of hazardous, combustible or dangerous nature or articles that are so heavy as to damage any part of the construction or structure of the flat and/or building OR store such goods which are objected to by the concerned local or other authority AND shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the building, including entrances and in case any damage is caused to the flat and/or building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
 7. That the Allottee shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor make any alteration in the elevation of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Flat without the prior written permission of the Promoters and/or the Association;
 8. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable, any insurance of the said land/building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
 9. That the Allottee shall not throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said flat, in the compound or any portion of the said land and building in which the flat is situated, other than in the area earmarked for the such purpose;
 10. That the Allottee shall pay to the Promoters or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government for giving supply of water, electricity or any other service connection to the building in which the Flat is situated;
 11. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the promoters and allottees/occupiers of other flats of the project.
 12. That the Allottee shall carry out any repair or interior or any other works in the Flat only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the allottees / occupiers of other flats in the project;
 13. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the allottees/occupiers of other flats in the project. The main electric meter shall be installed only at the common meter space in the building/project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the project, the said land; save and except in the manner indicated by the Promoters or the Association;
 14. That if the Allottee lets out or sells the flat, the Allottee shall (within 30 days) notify the Promoters/ Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
 15. That the Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
 16. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the flat;
 17. That the Allottee shall not build, erect, or put upon in the common areas, any item of any nature, whatsoever, AND ALSO shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the building/project, in any manner;

18. That the Allottee has applied for allotment of flat, for the purpose of which it is allowed and not for any other purpose, AND ALSO for any illegal or immoral or for any commercial or industrial activities or purpose, SAVE AND EXCEPT exclusively for residential purpose only.
19. That the Allottee shall not use the flat or permit the same to be used, may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees/occupiers of other flats in the project;
20. That the Allottee shall not make or permit any disturbing noises in the flat by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other flats of the project;
21. That the Allottee shall not keep in the car parking space / garage, anything other than cars or use the said parking space / garage for any purpose other than parking of cars. The Allottee shall not raise any (kucha or pucca) construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
22. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other flats/units of the project;
23. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
24. That the Allottee shall not misuse or permit to be misused the water supply to the flat;
25. That the Allottee shall not use the name/mark of the Developers in any form, manner, medium (real or virtual), for any purpose or reason, whatsoever; SAVE AND EXCEPT for the purpose of address of the flat. If the Allottee does so, the Allottee shall be liable to pay damages to the Developers and shall further be liable for prosecution for use of such mark of the Developers;
26. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the flat, the parking space/garage and the common areas;
27. That the Allottee shall not install or keep or run any generator in the flat and the garage, if any;
28. That the Allottee shall not install and operate any machine or equipment save usual home appliances;
29. That the Allottee and their guests, shall not smoke in public places inside the project which is strictly prohibited and are expected not to throw empty cigarette cartons, cigarette butts, matchboxes, etc in the open, and dispose them off at the appropriate dustbins after ensuring that the fire is fully extinguished;
30. That the Allottee shall not, overload the passenger lifts; and shall move all large or heavy goods only through the staircase of the building;
31. That the Allottee shall not use the elevators in case of fire;
32. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
33. That the Allottee shall remain fully responsible for any domestic help, drivers, maids, or any such staff, employed by the Allottees; ALSO, that all such staff/employee are to use common toilets only in the building.
34. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the building or in the flat after Allottee has taken possession thereof, by a competent authority, or require or hold the Promoters liable for execution of such works;
35. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said flat, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the flat at the Allottee's own cost; and
36. That the Allottee shall not install any window air-conditioning units anywhere in the said Flat and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoters to install air-conditioners only in designated areas as approved by Promoters. AND that the Flat has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing all its AC units.

37. That the Allottee shall repair, clean, and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat, at the cost of the Allottee.
38. To carry out proper pest control treatment, in the Said Flat at their own cost, so as not to cause any harm in the building (including the common portions or another flat/area)
39. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any owner/ occupier of another flat in the building and in the event of any leakage or seepage of water to forthwith carry out repairs at their cost.
40. That the Allottee shall remain fully responsible for any pets (including its hygiene and defaction) which may be kept by the said flat owners and to ensure that the same are kept on leash in the common areas.
41. That the Allottee shall not slaughter or permit to be slaughtered, any living animals within the said flat or the building, on any religious occasion, nor do any act deed or thing which may hurt the sentiments of other owners/occupiers of the new building.
42. That the Allottee agrees to the Promoter's the perpetual right, to set or permit the setting up of roof enclosures, gardens, seating arrangements, V-Sats/dish/other antennas etc., at any part of the roof, the parapet walls, etc, as well as demarcating or designating areas in the building for any particular purpose (including granting perpetual & exclusive usage rights to any/particular allottee, for a specific time-period or in perpetuity, without the transfer of ownership, any space which is not a part of exclusive area allotted specifically to another allottee).
43. The Allottee agrees to the unrestricted and discretionary right of the Developer, to permit or restrict any projections, signboards, advertisement, as deemed fit by the Developer.
44. The Allottee agrees with the Promoters/ Association (upon formation) in their acts, relating to the common areas, amenities and facilities AND not obstruct the Promoters in constructing on other portions of the building/project, and selling or granting rights to any person on any part of the said Building.
45. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency, or aesthetic quality of the surroundings of the building and the project.

MEMO of RECEIPT

(Amounts received from the Allottee, as on date of this Agreement)

1. Rs _____/- vide Cheque No _____ of _____ Bank (_____ Branch),
2. Rs _____/- vide Cheque No _____ of _____ Bank (_____ Branch),
- 3.

Total: Rs. _____/-

(Rupees _____ only)

IN WITNESSES WHEREOF the parties herein put each of their signatures on the day, month and year, mentioned hereinabove, at **KOLKATA**,

SIGNED and DELIVERED,
for & on behalf of the OWNERS & DEVELOPERS,
By the **PROMOTER**,

Signature of the **PROMOTER**,

SIGNED and DELIVERED,
By the **ALLOTTEES**,
(Name 1) _____
(Name 2) _____

Signature of the **ALLOTTEES**.

In the presence of
Witnesses:

-

-

Drafted by:

Advocate (WB/_____).