

**AGREEMENT FOR SALE FOR TAPASH GREEN**

**FLOOR..... Flat No: ..... Name.....**

This Agreement for Sale (Agreement) executed in this \_\_\_\_ day of \_\_\_\_\_ 2026 (Two Thousand Twenty Six) By and Between

**M/s MITRA GUHA ASSOCIATES** (Prop: Himadri Guha, PAN NO AGEPG9058Q, Aadhaar No. 8426 0239 5988) having permanent Enlistment No. CE048744009933 (Formerly enlistment number 000104006594 dated 6th December 2015) having registered business address at 220, Prince Anwar Shah Road, Kolkata - 700 045 and principal place of business at 7B, Kiran Sankar Roy Road, 5<sup>th</sup> Floor, Post Office Hare Street and Police Station Hare Street, Kolkata 700001 hereinafter called the "**Promoter/Developer** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assignees)

**AND**

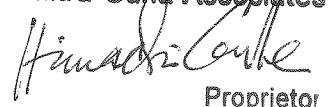
Mr/Ms \_\_\_\_\_ (Pan No....., Aadhaar No..... son/daughter of \_\_\_\_\_ aged about \_\_\_\_ years,. residing at \_\_\_\_\_ hereinafter called the "**Allottee**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs/respective, heirs, executors, administrators, successor-in-interest and permitted assignees).

The Owners, the Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS :-**

The Land owners are the absolute and lawful owners of All that Commercial/Bastu plot of **Land measuring 63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft** more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin

**For Mitra Guha Associates**

  
Proprietor

code700150,AdsroSonarpur in the District south 24 Parganas. **The details described in Part I of Schedule "A" (Said Land). The details of ownership of the Land are set out in Part II of the schedule "A" hereunder written.**

**WHEREAS**

- A.** The Land owners are the lawful and absolute owners of all that piece of Commercial Bastu Land of **63.69 Decimal** totally admeasuring equivalent to **38 Kottah 8 chittak and 23 square feet more or less, comprised in Rs Dag Nos 2171 and 2170**, corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288, 365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459, Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur, Pin code 700150, in the District south 24 Parganas, West Bengal.
- B.** The Land owners and the Promoter have entered into a development Agreement and also a Power of attorney dated 31/7/2024, between the Land Owners and the Promoter, which has been registered at the office of District Sub Registrar III Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2024, Pages from 333490 to 333545 as Deed No. 160312772 for the Year 2024 (**Development Agreement**), the owners agreed to permit the Promoter to develop the project land inter alia upon the terms and conditions more fully contained therein. The owners have also granted Power of Attorney in favour of Himadri Guha, Proprietor of MITRA GUHA ASSOCIATES, to act as their constituted Attorney.
- C.** The Said Land is earmarked for the purpose of building, mostly to be used as a residential project, comprising a proposed Ground plus six-storied multi-storied apartment buildings, and the said project shall be known as **TAPASH GREEN ("Project")**. **After obtaining** the Sanction of Building Plan, the land now available for the project measures 38 Kottahs 8 chittak and 23 Sqft, **which is more fully** and specifically described in **PART I of Schedule "A"(Project Land)**.The Promoter has now decided to construct and/or commence construction of the multi-storeyed building (Project )on the project land.
- D.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the project land on which the Project is to be constructed.

For Mitra Guha Associates

*Himadri Guha*  
Proprietor

**E.** The Rajpur Sonarpur Municipality, being the competent authority, has granted Building permit No. SWS –OBPAS /2207/2025/2541 on 16/10/2025 to develop the Project.

**F.** The Promoter has obtained the final layout plan, Sanctioned Plan approvals for the Project from The Rajpur Sonarpur Municipality, Vide Building permit No. SWS –OBPAS /2207/2025/2541 on 16/10/2025. The Promoter agrees and undertakes that it shall not make any changes to these layout/approved plans except to the extent of construction of an additional floor being the 7th floor, subject to approval of The Green Building certification and subsequent approval by the appropriate sanctioning authority.

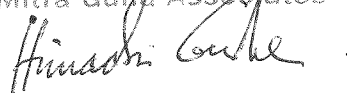
**G.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation And Development) Act 2016 (hereinafter referred to as the said Act And the Real Estate (Regulation And Development) Rules 2021 (hereinafter referred to as the said Rules) under the registration No..... dated.....

**H.** The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_, on \_\_\_\_\_ floor having carpet area of \_\_\_\_\_ square feet more or less, having exclusive built up area \_\_\_\_\_ square feet more or less, and super built up area ..... square feet more or less in the "Building" along with a single Car parking slot in a twin car lift having no..... admeasuring ..... square feet more or less on the Ground Floor as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Part III of Schedule A and the floor plan of the apartment is annexed** hereto and marked as **Schedule B**), and an indicative specification is given in **Part IV of Schedule "A"**

**I.** The Parties have gone through the terms set out in this Agreement and understood the mutual rights and obligations detailed herein,

**J.** The additional disclosures /details agreed between the parties are contained in **Schedule "D" to Schedule "H" hereto.**

For Mitra Gupta Associates



Proprietor

**K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the Project,

**L.** 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,

**M.** 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 Allottee hereby agrees to purchase the Apartment and the Car Parking as specified in paragraph H.

**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:**

**1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in paragraph H herein above.

**1.2** The Total Price for the Apartment, based on the carpet area, is Rs..... (Rupees .....only ("Total Price) as per particulars contained in para V of Schedule A Total Price)

Cost of Apartment .	
One hatchback or Sedan medium-sized car parking slot in a twin for a car lift.	
Extra Development Charges (EDC include Transformer space, Electrical infrastructure, Generator, etc.	
Total	
GST on the price of the Flat @ 5%	
GST on EDC@ 18 %	
Total	
Grand Total	

For Mitra Guha Associates

*Himadri Chakraborty*  
Proprietor

**Explanation:-**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Car Parking space].
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, COST, 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 Promoter) up to the date of handing over the possession of the [Apartment/ Car parking space] :  
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased or reduced based on such change/modification.
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (1) above, and the Allottee shall make payment within 30 (thirty) days from the date of such 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,
- (iv) The Total Price of the designated Apartment/Car Parking includes the pro rata share in the Common Areas, facilities and amenities described herein as **"Schedule E"**.

**1.3** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increases on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter, as per the act, undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per the registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is

For Mitra Guha Associates



Proprietor

attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion /registration.

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

**1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

**1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications except to the extent of construction of an additional floor being the 7th floor of the Ground plus six storied existing sanction plan, subject to approval of The Green Building Certification Authority and subsequent approval by the appropriate building sanctioning authority and the nature of fixtures, fittings and amenities described **herein in SCHEDULE "E"** (which shall be conformity with the Advertisement, prospectus etc) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allotter Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

**1.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete, and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 3 % of the area specified herein then Promoter shall refund the excess money paid by Allottee for the area found to be reduced beyond 3 % of the carpet area within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall not demand any amount for 3 %

For Mitra Gupta Associates



Proprietor

increase over the carpet area. In the event of the excess carpet area is greater than 3 % of the carpet area allotted to the Allottee that Promoter shall recover from the Allottee the price for the area in excess beyond 3 % of the carpet area agreed to be provided by the Promoter to the allottee as per the next milestone of the payment Plan as provided in Schedule "H". All this monetary adjustments shall be made at the same rate as per square feet as agreed in para 1.2 of this Agreement.

**1.8** Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment
- (a) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc, without causing any inconvenience or hindrance to them. Further, the right of the Allottee 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 promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act,
- (iii) That the computation of the price of the designated Apartment includes recovery of price of land, construction of not only the Apartment but also proportionately the Common areas, internal development charges as per specifications, external development charges, as per agreed specifications, taxes, cost of providing electric wiring electrical connectivity, to the apartment, Fire detection and fire fighting equipment, in the common areas etc, lifts, waterline, and plumbing, and included cost for providing all other facilities as provided within the Project.

**1.9** It is made clear by the Promoter and the Allottee agrees that the Apartment along with a single Car parking slot with or without a twin car lift, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its

For Mitra Guha Associates

*Himadri Centre*

Proprietor

vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for the use and enjoyment of the Allottees of the Project

It is understood by the Allottee that all other areas, i.e. areas and facilities falling outside the Project, namely TAPASH GREEN, 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.

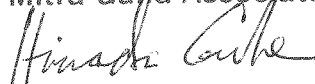
**1.10** The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance 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 it from the Allottees or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the designated apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

**1.11** The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being part payment towards the Total Price of the designated Apartment until the time of agreement the receipt of to which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the designated Apartment as prescribed in the Payment Plan (Schedule C) as may be demanded by the promoter within the time and in the manner specified therein. Provided that if the allottee delays payment of any amount payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in case of rebate in

For Mitra Guha Associates



Proprietor

instalments as per Clause 1.5, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in Schedule "C" through Account Payee cheque /demand draft /banker's cheque or online payment (as applicable) in favour of MITRA GUHA ASSOCIATES payable at \_\_\_\_\_ Kolkata. Further on registration with the RERA authority to such RERA account, if any as may be time to time intimated by the promoter. The owners and the promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

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

**3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification 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 Promoter with such permission, approvals which would enable the Promoter to fulfil 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 the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**3.2** The Promoter accepts no responsibility in this regard to the matters specified in para 3.1 above. The Allottee shall keep the Promoter 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee, and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way,

For Mitra Guha Associates



Proprietor

and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorises the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their 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 the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment 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 Schedule "C" (Payment Plan).

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

The Allottee has seen the proposed layout plan, specifications, amenities, and facilities of the designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (as per relevant Schedule to this Agreement) which have been accepted by the competent authority, as represented by the promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans, and facilities, amenities and 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, density norms and provisions provided by the West Bengal Municipal Act in its Building Rules and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under this Agreement and the act, and breach of this term by the promoter shall constitute a material breach of the Agreement

#### **7. POSSESSION OF THE DESIGNATED APARTMENT**

For Mitra Guha Associates



Proprietor

**7.1 Schedule for possession of the said [Designated Apartment]:** The Promoter agrees and understands that timely delivery of possession of the **Designated** Apartments to the allottee and the common areas of the building as per Schedule "E" to the association of their allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the designated Apartment along with ready and complete common areas within the project with all specifications, amenities and facilities forming part of the project in place within..... months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other exigency affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the designated Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount reserved by the Promoter from the **allotment within 45 days** from that date. the promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, 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

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority in respect of the building where designated Apartment is situated shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such completion certificate as stated above, provided that in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate provided the Allottee takes such possession and pays the total price, stamp duty, registration charges etc and gets the conveyance registered in his/her favour before taking

For Mitra Guha Associates

*Hirani Cente*

Proprietor

possession of the flat. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be with effect from the date of issuance of the completion certificate (Or such other certificate by whatever name called issued by the competent authority/deemed date of handing over possession as per offer for hand over by the promoter for the designated Apartment. The Promoter shall hand over the copy of the said completion certificate of the designated Apartment, as the case may be, to the allottee at the time of conveyance of the same.

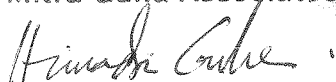
**7.3 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the designated Apartment and for all damages to the designated Apartment and /or other parts of the building.

**7.4 Possession by the Allottee-**After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority ) for the respective building where designated Apartment is situated and handing over physical possession of the designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdrawal from the project without any fault of the promoter, the promoter herein is entitled

For Mitra Guha Associates

  
Proprietor

to forfeit the amount being 3% of the Flat value. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation without interest and subject thereto the allottee shall, at his own cost and expenses execute all necessary cancellation related documents required by the promoter.

#### **7.6 Compensation :**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the project is being developed and which defect was known to the developer and the developer wilfully had not disclosed the same to the allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being enforce.

**7.7** Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (1) in accordance with the terms of this Agreement, duly completed by the date specified herein, of (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the designated Apartment with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment.

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

The owners and Promoter hereby represents and warrants to the Allottee as follows:-

- (i) The Owners and Promoter have an absolute, clear and marketable title with respect to the project Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical

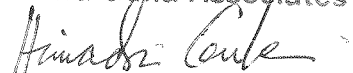
For Mitra Guha Associates

*Himanshu Guha*  
Proprietor

and legal possession of the said Land for the Project, with license to the promoter to carry out the project thereon.

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project,
- (iii) There are no encumbrances upon the said Land or the Project,
- (iv) There are no litigations presently pending before any Court of law or authority with respect to the said Land, Project or the designated Apartment,
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said project Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law Further, the owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said project Land, Building and designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected,
- (vii) The owners/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the said project Land, including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement,
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement,
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the

For Mitra Guha Associates



Proprietor

Designated Apartment to the Allottee and the common areas to the Association of the Allottees, upon the same being registered to the competent authority as the case may be.

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share( Attributable to the Designated Apartment) thereon till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications amenities and facilities) which shall be hand over to the association of Allottees when registered or the competent authority as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said protect Land and/or the Project.
- (xiii) That the property is not a Waqf property and is not affected by any trusts or debutters.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified. For the purpose of this clause, "ready to move in possession" shall mean that the apartment shall be in a habitable condition which is complete in all respects.

For Mitra Guha Associates



Proprietor

(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 .

**9.2** In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following

(i) Stop making further payments linked to construction milestones to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked.

(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 designated apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice. Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Designated Apartment.

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

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

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment

For Mitra Guha Associates



Proprietor

of the Designated Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the 3 % of the Flat Value and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the allottee on account of taxes paid by the Allottee and subject thereto the allottee shall, at his own costs and expenses execute all necessary documents required by the Promoter in this regard;

**10. CONVEYANCE OF THE SAID APARTMENT**

The owners/Promoter, on receipt of complete amount of the Price of the Apartment/ open car parking space under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. 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 Promoter 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 Allottee. The Allottee 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 the competent authority (ies).

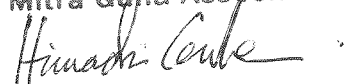
**11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the Association of the Allottees. The cost of such maintenance shall be payable by the allottee separately in addition to the total price of the Designated Apartment.

**12. DEFECT LIABILITY :**

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a

For Mitra Guha Associates



Proprietor

period of 5 (five) years by the Allottee from the date of completion certificate and or/partial completion certificate of the building in which the designated Apartment is situated as the case may be 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. Provided that the obligation and liability of the Promoter shall not arise if the defects has arisen owing to at or omission of the Allottee/Association of the Allottees and /or any other person or if the portion alleged to have the defect has already been altered before the promoter is liable to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of the allottee.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the designated Apartment on the specific understanding that his/ 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 by 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.

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

The Promoter/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, car 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 designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

For Mitra Guha Associates

*Himanshu Gupta*

Proprietor

**Use of Service Areas:** The service areas, if any, as located within the (project namely TAPASH GREEN), 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, fire fighting pumps and equipment's etc and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

**16.1** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the HOUSE RULES as per schedule hereto and maintain the designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the designated Apartment and keep the designated Apartment, 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 etc. of the Building is not in any way damaged or jeopardized.

**16.2** The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the designated Apartment

**16.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the

For Mitra Guha Associates



Proprietor

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 parties are entering into this Agreement for the allotment of a designated Apartment 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 that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

**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 banding 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

For Mitra Guha Associates



Proprietor

within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned District Registrar, Sub-Registrar and Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) day's from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

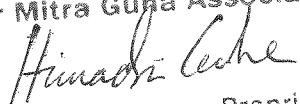
This Agreement may only be amended through written consent of the Parties.

## **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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in

For Mitra Guha Associates  
  
 Proprietor

not making payments as per the Payment Plan(Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

#### **26. SEVERABILITY**

If any provisions of this Agreement shall be determined to be void or unenforceable under the Act of the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and or/consented to by the the allottee 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.

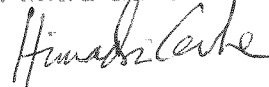
#### **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allotterr(s) in Project, the same shall be the proportion which the carpet area of the ( Designated Apartment bears to the total carpet area of all the [Apartments 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

For Mitra Guha Associates



Proprietor

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allotter and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the District Registrar ,Sub-Registrar and Registrar of Assurances as the case may be. Hence this Agreement shall be deemed to have been executed at the Office of the Promoter.

**30. NOTICES**

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

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ (Allottee Address)

Promoter name M/s Mitra Guha Associates

Address **MITRA GUHA ASSOCIATES**

7B, Kiran Sankar Roy Road,5th Floor, Post Office Hare Street and Police Station Hare Street, Kolkata 700001

Email.mg.asso.cal@gmail.com

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

**31. JOINT ALLOTTEES**

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

For Mitra Guha Associates



Proprietor

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

All or any disputes arising out of 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 Adjudicating Officer appointed under the Act. The Arbitration and Conciliation Act 1996 shall apply and under the jurisdiction of the Calcutta High Court.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such for sale at on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee (including joint buyers)

(1)

(2)

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter

(1) \_\_\_\_\_

(Authorized Signatory)

**WITNESSES**

1. Signature \_\_\_\_\_ Name  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name  
Address \_\_\_\_\_

For Mitra Guha Associates



Proprietor

**SCHEDULE 'A'**

(Description of the Apartment)

All that apartment measuring .....sqft carpet area consisting of .....ed Rooms.....Dinning Cum Drawing.....Two Toilets.....,One .....Kitchen .....balcony with .....floor ,situated on the .....floor of the building known as..... With lift facility Together with undivided proportionate share in the land and common areas and facilities of the building situated on the **Land measuring 63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft** more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas.

**The Following land is butted and bounded as follows:****By On The North:** R.S Dag No.2121.**By On The East:** Mouza Teghari.**By On The West:** Municipal Road.**By On The South:** R.S Dag No.2170(P), R.S Dag No 2171(P)  
And R.S Dag No. 2172**SCHEDULE "A"**

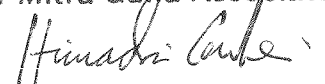
PART -I

(SAID LAND)

All that Commercial Bastu plot of Land measuring **Land measuring 63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft** more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas.

**The Following land is butted and bounded as follows:****By On The North:** R.S Dag No.2121.**By On The East:** Mouza Teghari.**By On The West:** Municipal Road.**By On The South:** R.S Dag No.2170(P), R.S Dag No 2171(P)  
And R.S Dag No. 2172

For Mitra Guha Associates



Proprietor

PART II  
(CHAIN OF TITLE)

**WHEREAS :-**

The Land owners are the absolute and lawful owners of All that Commercial Bastu plot of Land measuring **Land measuring 63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft** more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas.

**The Following land is butted and bounded as follows:****By On The North:** R.S Dag No.2121.**By On The East:** Mouza Teghari.**By On The West:** Municipal Road.**By On The South:** R.S Dag No.2170(P), R.S Dag No 2171(P)

And R.S Dag No. 2172

**WHEREAS**

By a Bengali Kobala dated 31/5/1996, registered at the office of Additional District sub Registrar of Sonarpur recorded in Book No. I, Volume No. 53 pages 305 to 312 as Deed No. 3517 for the year 1996 one Hanefa Bibi sold, transferred and conveyed to **Tapash Mukherjee And Saswati Mukherjee** wife of Tapash Mukherjee all that plot of Sali land measuring **12 Kottah 5 Chittak 20 Sqft** more or less with dilapidated sheds thereon comprised in Dag No . 2171 of Khatian Numbers 364 & 1393 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 259, under Rajpur Sonarpur Municipality, within Police station Sonaupur , Post Office Sonarpur ,Pin code 700150, in the District South 24 Parganas.

**AND WHEREAS**

By a Bengali Kobala dated 19/8/1996 registered at the office of Additional District Sub Registrar of Sonarpur recorded in Boo No. I, Volume No. 91 pages 20 to 27 as Deed No. 5911 for the year 1996 one Topojit Bhattacharjee sold, transferred and conveyed to **Tapash Mukherjee And Saswati Mukherjee wife of Tapash Mukherjee** all that plot of Sali land measuring **in total 8 Kottah 14 Chittak 37 Sqft** more or less with dilapidated sheds thereon out of which Sali land measuring **2 Kottah 14 Chittak 7 Sqft** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, AND Sali land measuring **6 Kottah**

For Mitra Guha Associates



Proprietor

**30 Sqft more or less** comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpore, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas.

**3. AND WHEREAS** By a Bengali Kobala dated 25/3/1998 registered at the office of Additional District Sub Registrar of Sonarpur recorded in Book No. I, Volume No. 38 pages 28 to 35 as Deed No. 2988 for the year 1998, one Rajib Sarkar sold, transferred and conveyed to **Tapash Mukherjee** all that plot of Sali land in total measuring **7 Kottah** more or less with dilapidated sheds thereon out of which Sali land measuring **4 Kottah 10 chittak** more or less comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259, AND Sali land measuring **2 Kottah 6 Chittak** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpur, Post Office Sonarpur. Pin code 700150, in the District South 24 Parganas.

**AND WHEREAS**

**4.** By a Bengali Kobala dated 25/3/1998 registered at the office of Additional District Sub Registrar of Sonarpur recorded in Boo No. I, Volume No. 38 pages 36 to 42 as Deed No. 2184 for the year 1998 one Rajib Sarkar sold, transferred and conveyed to **Prarona Mukherjee** daughter of **Tapash Mukherjee** all that plot of Sali land in total measuring **10 Kottah 4Chittak 11Sqft** more or less with dilapidated sheds thereon out of which Sali land measuring **4 Kottah 10 chittak** more or less comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259, under Rajpur Sonarpur Municipality within Police station Sonarpur, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas.

**5.** After such purchase said Tapash Mukherjee, Saswati Mukherjee and Prarona Mukherjee were enjoying their respective plot of land jointly and severally.

**6.** Said Tapash Mukherjee by virtue of the aforesaid Deed No. 2988 for the year 1998 partly became the absolute owner and by virtue of other two Deeds mentioned above partly became the owner of undivided  $\frac{1}{2}$  share in the following Lands:-----

For Mitra Guha Associates

  
Proprietor

SL No	Area of Land	Nature of Land	Comprising in Dag No	Under Khata n No.	At Mouza, J.L.	Nature of ownership
1.	12Kottah 5 Chittak 20 Sqft more or less	Sali.	2171	364 & 1393	Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259,	½ share holder
2.	Sali land measuring 2 Kottah 14 Chittak 7 Sqft more or less AND Sali land measuring 6 Kottah 30 Sqft more or less		Dag No. 2170 ,  Dag No 2171	1288   365	at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249,	½ Share holder.
3.	Sali land measuring 4 Kottah 10 chittak more or less  AND Sali land measuring 2 Kottah 6 Chittak more or less		2171   2170	365   1288	at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259, at Mouza Kusumba, J.L No. 50, Revenue Survey No. 38, Touzi No. 249	Absolute owner.

**AND WHEREAS**

7. Said Saswati Mukherjee by virtue of the aforesaid two Deeds became the owner of undivided ½ share holder of the property mentioned below:--

For Mitra Guha Associates

*Himadri Chatterjee*  
Proprietor

SL No.	Area of Land	Nature of Land	Comprised in Dag No.	Under Khatian No.	At Mouza, J.L.	Nature of ownership
1.	<b>12Kottah 5Chittak 20 Sqft more or less</b>	Sali.	2171	364 & 1393	Mouza Kusumba, J.L No. 50, Revenue Survey No. 38,Touzi nO. 259,	½ share holder
2.	Sali land measuring <b>2 Kottah 14 Chittak 7 Sqft</b> more or less <b>AND</b> Sali land measuring <b>6 Kottah 30 Sqft</b> more or less		Dag No. 2170 ,  Dag No 2171	1288  365	at Mouza Kusumba,J.L No. 50,Revenue Survey No. 38,Touzi No. 249, at Mouza Kusumba,J.L No. 50, Revenue Survey No. 38,Touzi No. 249,	½ Share holder.

**AND WHEREAS**

8. By virtue of the aforesaid Bengali Koala dated 25/3/1998 registered at the office of ADSR sonarpur recorded in Book No I, Volume No.38, Pages 36 to 42 as Deed No.2189 for the Year 1998, **Prerona Mukherjee became the absolute owner of** All that plot of Land measuring **10 Kottah 4 chittak and 11 Sqft more or less** with dilapidated sheds thereon comprised in Dag No.2171 of Khatian No.365,R.S No.138,Touzi No.259,at Mouza -Kusumba, under Police station and ADSR Sonarpur ,Pargona Medan Molla, in the District South 24 parganas.

9. Said Tapash Mukherjee died intestate on 6 th October 2020, leaving his wife namely Saswati Mukherjee and two daughters namely Prerona Mukherjee and Procheta Mukherjee Olson as his heirs and legal representatives who jointly

For Mitra Guha Associates

*Himadri Chakrabarti*

Proprietor

inherited the undivided  $\frac{1}{2}$  share and also entire land owned by Tapash Mukherjee since deceased in the following manner:

clause No a)  $\frac{1}{2}$  share of Sali land measuring **12 Kottah 5 Chittak 20 Sqft** more or less comprised in Dag No . 2171 of Khatian Numbers 364 & 1393 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi no. 259, under Rajpur Sonarpur Municipality, within Police station Sonarpur, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas.

**Clause No b)**  $\frac{1}{2}$  share in plot of Sali land measuring **total 8Kottah 14Chittak 37 Sqft** more or less out of which Sali land measuring **2 Kottah 14 Chittak 7 Sqft** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, AND Sali land measuring **6 Kottah 30 Sqft more or less** comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpore, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas And each having undivided  $\frac{1}{3}$  rd share in the following land left by Tapash Mukherjee since deceased And also inherited the share of land mentioned

in **clause c) entire sali land** measuring **7 Kottah** more or less out of which Sali land measuring **4 Kottah 10 chittak** more or less comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259, **AND** Sali land measuring **2 Kottah 6 Chittak** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpur, Post Office Sonaupur, Pin code 700150, in the District South 24 Parganas ,which was absolutely hold by said Tapash Mukherjee since deceased ,under the provision of Hindu Succession Act 1956 each having undivided  $\frac{1}{3}$ rd share thereon.

**10.** After such ownership the joint owners namely Saswati Mukherjee, Prerona Muherjee and procheta Mukherjee applied for Joint mutation of their names in the record of Rajpur Sonarpur Municipality in respect of Total Land measuring **38 Kottah 8 chittak and 23 Sqft** more or less together with numbers of dilapidated sheds thereon which were partly purchased and partly inherited by the present owners ,comprised in Rs Dag Nos 2171 and 2170 corresponding to LR dag nos. 2272, 2273 of RS Khatian no. 1288, 365, 364 & 1393 corresponding to LR Khatian Nos 5998, 1674, 1046 at Mouza Kusumba, in the District South 24 Parganas and after amalgamation of contiguous four plots of land containing different areas into one plot and the same was numbered as Holding No. 2459 ,street name Teghari under ward No

For Mitra Guha Associates

*Himadri Guha*  
Proprietor

8 of Rajpur Sonarpur Municipality, having property address 2459 Kusumba each having undivided share thereon according to their ownership.

**11.**The joint owners for the purpose of construction of a building consisting of several flats and Car Parking spaces on the Land measuring **63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft** more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas entered into a development Agreement and also executed Power of attorney on 31/7/2024, which was registered at the office of District Sub Registrar III Alipore,South 24 Parganas recorded in Book No.I, Volume No. 1603-2024,Pages from 333490 to 333545 as Deed No. 160312772 for the Year 2024 with Himadri Guha Proprietor of Mitra Guha Associates as Promoter/Promoter upon the terms and conditions mentioned therein earlier obtained conversion Certificate on on 2/5/2024 ,6/5/2024 and2/5/2024 vide Memo Nos21/(con)/985(3)/SDL-BRP/24 dated 02/05/2024,41/Con/2308/BLR-SNP/24 dated 7/5/2024, 41/Con/2309/BLR-SNP/24 dated 7/5/2024 and vide Memo Nos21/(con)/984(3)/SDL-BRP/24 dated 02/05/2024. As the land was exceeding the ceiling limit and the Developer in the name of the land owners on 12/12/2024 obtained NOC from the Competent Authority (ULC) &S.D.O Sadar Alipore, South 24 Parganas in respect of Premises No.2459 Teghari, Kusumba, P.O & P.S Sonarpur, Pin 700150 under Ward No 8 of Rajpur Sonarpur Municipality, in respect of R.S Plot Nos 2171,2170,R..S Khatian nos 1258,365,364,1393 and L.R Plot numbers 2272,2273 of L.R Khatain Nos 5998,1674,1046 at Mouza Kusumba,J.L No.50,for the land 0 Bigha,38 Kottah,8 Chittaks and 23 Sfqt equivalent to 2577.39 Sqft more or less situated in the District south 24 Parganas vide Memo No.364/ULC/Alipore/2024 also obtained Building permit No. SWS –OBPAS /2207/2025/2541 from Rajpur Sonarpur Municipality on 16/10/2025 .

**PART III  
(DESIGNATED APARTMENT)**

All that Flat/Unit

being No.....containing a Carpet Area .....sqft more or less along with a balcony.....with a carpet area ....sqft more or less and total built up area (including Balcony) sqft more or less on the .....floor of the Building to be constructed on the project land.

For Mitra Guha Associates

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Proprietor

**PART IV  
(SPEIFICATION)**

<b>Item</b>	<b>Location</b>	<b>Brief Specification</b>
Structure		RCC Column beam structure
Walls	Living/Dinning/All Bed rooms/kitchen/ service <u>Verandah</u>  Toilets	External and internal walls with ACC Blocks/Fly ash brick with putty finish. Wall tiles from floor to lintel level
Flooring	Living/Dinning/Bed rooms/kitchen/Verandah	Vitrified tiles Flooring
Doors	Frame Main/Bedrooms Doors Kitchen/Bathroom Balcony	Engineered wood Flash Door painted PVC doors Sliding Aluminium glazing
Electricals	Switches Wires  Geyser and Exhaust fan	Modular Switches Concealed copper wiring Provision of installing Geyser & Exhaust fan
Windows		Glazed Aluminium sliding window.
Sanitary ware	Porcelene fittings CP Fittings	Parryware/Johnson Jaquar or equivalent PVC Cisterns
Locks & Hardware	Locks Hinges/Aldrops	Godrej and similar Standard quality
Air conditioning		Provision for installing VRV system.
Common Floor Lobby	Ground Floor	Flooring Vitrified Tiles Lift facia cladding with tiles in lobby

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	Upper Lift Floor lobbies Staircase	with reception desk & waiting area in the main entrance.  Vitrified Tiles Vitrified Tiles
External walls		Polymer paint
Lift		3 Nos automatic lift of reputed make.
Water treatment		Filtration Plant for Iron Removal
Power back up		Limited power backup for lift and lift lobbies
Security		CCTV Surveillance for common areas. Intercom connectivity flat to main security.
Fire fighting		Statutory fire fighting arrangement.

1. As the wall finishes are “putty finish over raw surface “and not part finish, minor flaws relating to edge finish, undulation etc. may be present. Hence any thing which can be rectified during painting work, should not be considered as defects.”

2. Vetrified tiles and granite are heterogeneous materials containing veins, issures and with tonal differences. Because of firing ,slight from the standard colour is unavoidable for vitrified tiles.there will be colour and markings caused by their complex mineral composition and incorporated impurities. As such it is impossible to guarantee homogeneity.

3. Granite slabs are pre polished before laying and care will be taen for their installation.However Granite being a hard amterial can not be re polished after installation. Hence some imperfection may be seen at the joints. Although the Vitrified and Granite tiles/slabs are cut produced by available standards of workmanship and Machinery,the surfaces of these materials are not perfectly straight or flat and it is not always possible to

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*Himanshu Guha*  
Proprietor

avoid the resultant gaps/voids formed beneath the vitrified and granite tiles /slabs are installation. The Tonality and pattern of vitrified or granite selected and installed shall be subject to availability.

4. Dimensions shown in the brochure are all “structural dimensions” and not finished dimensions. The car pet has been calculated based on structural dimensions only.

5. Warranty of equipment will be provided for manufacturing defects only and not for mishandling of equipment.

6. The brand(s) and model(s) of equipment ,sanitary wires, fittings, accessories, and other appliances to be supplied by the promoter may be changed subject to availability.

7. Throughout the execution of all items of work including flooring material doors, aluminium etc, the relevant norms and standard of existing relevant Indian Standard Code shall be followed.

**PART V**

(Price)

Price of Apartment	Rs.
Extra development charges EDC included Transformer, Electrical Infrastructure, Generator etc).	Rs.
<b>Total</b>	
GST on Price of Flat @ 5%	Rs.
GST on EDC @ 18%	Rs.
Total	
Grand Total	

**SCHEDULE B  
( Floor Plan)**

For Mitra Guha Associates

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**SCHEDULE C**  
(PAYMENT SCHEDULE)

Payment Plan	Percentage	Basic Amount (Rs.)	Tax Amount (Rs)	Total amount (Rs)
Booking amount (Lumpsum)				
On execution of Agreement for sale (10 % of the consideration Amount less Booring Amount)	10%			
On completion of foundation piling of the flat areas	10%			
On Completion of Ground Floor of the flat area (10 % of the Consideration Amount)	10%		/-	/-
On Completion of 2 <sup>nd</sup> Floor casting of the flat area (10% of the Consideration Amount)	10%			
On Completion of 5th Floor casting of the flat area (10% of the Consideration Amount)	10%			
On Completion of casting of roof slab of the building (10% of the Consideration Amount)	10%			
On completion of casting of the roof of the building (30% of the EDC amount)	30%			
On Completion of 80% brick /block work of the flat area (10% of Consideration amount)	10%			
On completion of 80% of internal Block work of flat area (30% of EDC amount)	30%			
On completion of 80% of the windows of Flat area (10% of the Consideration Amount)	10%			

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On completion of 80% of the Flooring of the flat area (10% of the consideration Amount)	10%			
On Application of Occupancy Certificate (5% of the consideration Amount)	5%			
On Application of Occupancy Certificate (40% of the EDC Amount)	40%			
On obtaining the occupancy Certificate for the Building (Balance amount)				
Total				

Maintenance Deposit of Rs 40/- per sqft with applicable GST on Built Up area, and Rs36/- per sqft on built up area on account of sinking Fund with applicable GST at the time of offering of apartment for possession.

#### **SCHEDULE D**

#### **DISCLOSURES, ACKNOWLEDGEMENT AND NECESSARY TERMS**

**I. DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context.

1. "This Agreement" shall mean the Agreement and Schedule all read together.

2. "Co Owners" shall insofar as project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour, and (b) for all units which are not alienated by execution of Deed of Conveyance or whose possession are not parted with by the owner/Promoter, shall mean the respective Owner and /or Promoter and insofar as the project is concerned mean (a) all the allottees of Units in the project excepting those who (i) have either not been delivered possession of

For Mitra Guha Associates

*Himadri Guha*

Proprietor

any Unit or (ii) have not got the Conveyance Deed in respect of any Unit to be executed and registered in their favour :

And (b) for all Units which are not alienated by execution of Deed of Conveyance or whose possession are not parted with by the owner/promoter, shall mean the respective owner/and or promoter.

3. "Sanctioned Plan" shall mean the plan sanctioned by the Rajpur Sonarpur Municipality Vide Permission No..... dated.....include additions/alterations made thereto suect to compliance of the Act.

4. "Other exigencies" shall include Acts of Government, Statutory Body Etc, Strike, riot mob ,air raid order of inunction or otherwise restraining or suspending development or construction at the Project Land or The project Land or in obtaining connections of the water ,drainage, electricity or other connections by the Court of Law, Tribuanl or Statutory body.

5. "Scheduled date" shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any granted to the said project by the authority.

6. Maintenance in-Charge" shall upon formation of the Association and its taking charge of the acts relating to the common purpose mean the Association and until then mean the promoter.

7. "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses (morefully described in Schedule 'E') and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common.

8. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

9. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa.

10. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment

11. The Tax Deductible at Source under the Income Tax Laws shall, if

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Proprietor

applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

12. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the All Jttee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extra Development Charges and deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

13. The sanctioned plan relates to the Project which shall be developed by the Promoter.

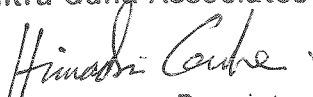
14. The Project shall contain certain Common Areas, Facilities and Amenities as detailed in Schedule E hereunder written. The Allottee shall have the right to use such Common Areas, Facilities, and Amenities in common with the Owners, the Promoter and other Co-owners of the Project, Allottees of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

15. The Project contains parking spaces as per sanctioned plans ("Car Parking Areas"), which are not forming part of the amenities and facilities mentioned in Schedule E hereunder written and which can be used for parking "Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to identify the use of parking spaces by the Allottees in these Parking Areas exclusively to the Allottees who need the same and apply for the same. The Allottee agrees and undertakes not to raise any dispute or objection in respect of identification of parking made by the Other Allottees in respect of the Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.

16. In case the Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule E, the Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act and such consent shall not be unreasonably withheld.

17. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the

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Proprietor

Project and/or the Project or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and /or any other competent authority as applicable and upon complying with the applicable provisions of the Act and/or Rules.

**18.** Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.

**19.** Deposit and GST: As part of the Total Price, the Allottee shall also pay to the Promoter the following Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads: -

- a. A sum of Rs. 40 /- per square feet towards Sinking Fund Deposit.
- b. The Allottee shall deposit and/or keep deposited with the Promoter as and by way of Maintenance Deposit, a sum of Rs. 36/- per square feet.
- c. Goods and Services Tax if applicable on the above.

**20.** The Deposit made by the Allottee with the Promoter as above shall be held by the Promoter as interest free security deposit which shall be transferred to the Association by the Promoter.

**21.** The Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days from Intimation for possession from the Promoter.

**22.** In the event of there being money payable by the Allottee towards maintenance charges at the time of transfer of the Sinking Fund Deposit and Maintenance Deposit to the Association of Owners of Apartments in the Project, the dues of the Allottee shall be adjusted against the Maintenance Deposit and if such Deposit is not sufficient, then, out of the Sinking Fund. In such event the Allottee shall be under an obligation to restore and replenish the Sinking Fund and the Maintenance Deposit by making payment of the adjusted sum with the Association of Owners of Apartments in the Project.

**23.** The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment , of such amount.

For Mitra Guha Associates

*Himadri Guha*  
Proprietor

**24.** Fittings & Fixtures: Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Kolkata Municipal Corporation, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.

**25.** The Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities more fully mentioned in the Part IV of Schedule A and Schedule E hereto.

**26.** The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

**27.** Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

**28.** The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.

**29.** The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule 'F' hereto.

**30.** The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of a sum equivalent to **1%** of the Consideration Amount (excluding Extra Development Charges and Taxes) plus applicable GST [**'Nomination Fee'**] hereunder or at which the Designated

For Mitra Guha Associates

  
Proprietor

Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly' agreeing to accept and acknowledge the terms conditions of the agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, \* imposition or levy including Income Tax or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings, and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

**31.** In case CESC/Any other Electric Supply Authority as applicable fails to provide individual meter to the Allottees of the Designated Apartments or provide HT connection (Bulk supply) to the said Project then the Allottees shall make payment of Electric Consumption charges including GST as applicable as per bills to be raised by the Promoter or the Association of Allottees upon formation as per consumption recorded in the electricity Sub-Meter to be provided by the Promoter and Association of Allottees upon formation as per the tariff applicable for procurement of such facility by the Promoter or the Association of Allottees upon formation as the case may be together with applicable charges for distribution of the electricity to individual inclusive of Electricity losses, if any and Allottees shall not raise any objection regarding the rate of charges for providing such services.

### **32. AREA**

Carpet Area of Unit: The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive

For Mitra Guha Associates

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Proprietor

balcony but includes the area covered by internal partition walls of the Unit.

Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

Open Terrace Area: The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.

Built-up Area: The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of such Unit/Balcony.

Unit Area for CAM: For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the Built-up Area or any other parameter as may be specified in the West Bengal Apartment Ownership Act, 1972.

**33.** In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone.

**34.** Unless changed by the Promoter, Mr. Subir Basu of Kolkata shall be the Architect for the Project.

**35.** The Project shall bear the name "**Tapas Green**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

**36.** The Allottee(s) accept and acknowledge that in the event of a substation being erected on the PROJECT LAND by the Electricity Provider (WBSEB) the Promoter may be required to transfer ownership of the portion of the PROJECT LAND on which the sub-station shall be erected by the Electricity Provider and the Allottee shall not object to the said transfer and hereby conveys his no objection to the said transfer.

#### **SCHEDULE E**

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

- 1.** The staircases, lifts, and lift lobbies, fire escapes and common entrances and exits of the building.
- 2.** The common terraces, rest areas, play areas, pond, driveway and walkway areas and common storage spaces.
- 3.** Installations of central services such as electricity, water and sanitation, air-conditioning, system for water conservation and treatment, and renewable

For Mitra Guha Associates

*Himadri Guha*  
Proprietor

energy.

4. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
5. Electric transformer room and spaces with all equipment and facilities therein, situated at a portion of the ground floor of the building, as identified and designated by the Promoter.
6. Electric meter room situated at a portion of the ground floor of the building, as identified and designated by the Promoter.
7. Generator set, situated at a portion of the Project Site, as identified and designated by the Promoter.
8. Community facilities such as Gymnasium with Equipment, Multipurpose Hall, and common amenities on the roof.
9. Solar Panels
10. Underground and overhead water reservoirs.
11. Common plumbing installation
12. Fire-fighting arrangements as per statutory norms.
13. Firefighting pumps and firefighting systems intended only for such of the areas and facilities as identified and designated by the Promoter.
14. Plumbing, vertical stacks and shafts.
15. Rainwater harvesting system
16. Water availability as per guidelines stipulated by Local Ground water authority with iron removal facility
17. Feeder cable, transformers, LT switches, meters and individual electrical meters as required by the electric supply authority.
18. Drainage and sewage system.
19. Boundary wall and gate.
20. CCTV covering Lift Cars, driveways, building entrance, Complex main entrance and exit gate
21. All other portions of the Project as necessarily or convenient for its maintenance, safety, etc. and in common use, each as identified by the Promoter, but shall not include any area sanctioned and/or permitted for construction including under the Plan unless expressly authorized and/or agreed upon in writing by the Promoter.

**SCHEDULE F  
(HOUSE RULES)**

**HOUSE RULES:** The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous

For Mitra Guha Associates

*Himadri Chakraborty*  
Proprietor

illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners or neighbourhood.

**2.** Allottee shall be allotted one Dependent Covered Car Parking (about 135 sq. ft. each) in the Car Parking Area with or without the twin car lift for parking of his car having the acceptable dimensions as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 (the "Parking Facility"). The facility of such parking shall be subject to the following conditions: -

**2.1.** The Allottee shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;

**2.2.** The Allottee shall use the Parking Facility only for the purpose of parking his car that could comfortably fit in the allotted Parking Space, as the case may be.

**2.3.** No construction or storage of any nature shall be permitted on any parking space and cannot be used for rest, recreation or sleep of servants, drivers or any person whatsoever.

**2.4.** The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

**2.5.** The Allottee shall not grant transfer, let out, or part with the Parking Facility independent of the Designated Apartment, nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and no one else.

**2.6.** This right to use a car parking space does not confer any right of ownership of the space on which such parking facility is provided.

**2.7.** Identification of individual exclusive Parking Facility at the space earmarked for the Allottee shall abide by any law, rule, or legislation that the Appropriate Authorities may promulgate from time to time.

**2.8.** The terms and conditions on the use of the Parking Facility, as mentioned above or elsewhere stipulated in this agreement, shall all be covenants running with the Parking Facility.

**2.9.** The Allottee as individual or as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 agrees and undertakes not to raise any dispute or objection in respect of identification of parking if any made by the Other Allottees in respect of the Open/Covered Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.

**2.10.** Identification of covered car parking space as above is only for convenience and shall not be deemed to be a transfer by the Owners and the Promoter of any exclusive right in the identified space, and the Consideration payable by the Allottee for the Designated Apartment does not include within price of such open/covered car parking space.

For Mitra Guha Associates

*Himadri Chatterjee*

Proprietor

**3.** Unless the Parking Facility is expressly availed by the Allottee as above, the Allottee shall not park any motor car, two-wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever.

**4.** Allottee is granted the exclusive right to use Open Terrace (admeasuring 0 sq. ft.), if applicable, as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions: -

**4.1.** to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat, and clean condition, and shall be fully responsible for complete maintenance, including the waterproofness of the same at all times

**4.2.** Not to damage or modify or make any construction, addition or alteration therein, nor to cover or enclose the same, nor to display any light or signage from the same to be visible from outside, nor to put any grills or glass or poles or any item going beyond the height of the parapet

**4.3.** Not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;

**4.4.** Not display any signboard, hoarding or advertisement, etc., on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside, nor to hold any function thereat so as to emit noise or light therefrom, disturbing others.

**4.5.** Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace, nor allow the accumulation of water thereat, nor store or allow anyone to store any goods, articles or things in the said Open Terrace or anywhere at the Project Land

**4.6.** Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the Project Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge

**4.7.** Not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.

**4.8.** Not to subdivide the Open Terrace in any manner.

**5.** The use of the Common Areas, including but not limited to the Community Facility, shall be used by the Allottee using due care and caution, and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Community Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas, including any Community Facility, by the Allottee or his family members or any other person.

**6.** Not to make any construction or addition or alteration or enclose any

For Mitra Guha Associates

*Himadri Guha*  
Proprietor

Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions, and rules and regulations applicable thereto.

8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment, PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee from putting a decent nameplate outside the main door of his Unit. It is hereby expressly made clear that in no event shall the Allottee open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment, save that the Allottee shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

9. To apply for and obtain at his own costs a separate assessment and mutation of the Designated Apartment in the records of the appropriate authority within 06 (six) months from the date of possession.

10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

12. 13. Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto a corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the Project Land, save the battery operated inverter inside the Designated Apartment.

13. Not to hang or put any clothes in or upon the windows, balconies, and other portions which may be exposed in a manner to encroach or cause inconvenience to the neighbours.

14. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/ terrace/corridors/lift room/garden etc.

15. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any

For Mitra Guha Associates

*Arunadi Guha*

Proprietor

of the common portions of the Project unless accompanied.

16. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings, at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects' decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

17. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Owners and the Promoter and all other persons entitled thereto.

18. To install firefighting and sensing system gadgets and equipment as required under law and shall keep the Designated Apartment free from all hazards relating to fire, the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities, as the case may be.

19. Proportionate share of all Common Expenses (including those mentioned in Schedule G hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges for Common Area Maintenance. The Maintenance charge shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

20. Allottee shall pay Sinking Fund Deposit @ Rs. 40/- per sq. ft. for Built Up Area of Designated Apartment and Maintenance Deposit @ Rs. 36/- per sq. ft. of Built-Up area of the Designated Apartment on or before handover of the Possession of the Designated Apartment to the Promoter for a year from the date of completion. The Promoter shall hand over the sinking fund deposit to the Association of Allottees upon its formation.

21. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.

22. All penalty surcharge interest costs charges and expenses arising out of any delay, default, or negligence on the part of the Allottee in payment of all or any of the aforesaid rates, taxes, impositions, and/or outgoings proportionately or wholly as the case may be.

23. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due. Otherwise, an interest at the rate of two per cent per month shall become due to the association. That the Allottee shall always pay any amount payable by the Allottee directly to any authority

For Mitra Guha Associates



Proprietor

within the stipulated due date in respect thereof, and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.

**24.** The maintenance charges do not include any payment or contribution towards the major repair, replacements, reinstatement, etc., of the Common Areas, and the Allottee shall be bound to pay the proportionate share of all expenses on account of such major repair, replacement, reinstatement, etc., as may be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or can use all or any of the Common Areas. Any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

**25.** Liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.

**26.** In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.

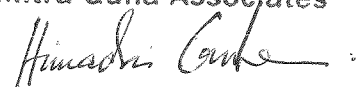
**27.** The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

**28.** The Allottee shall keep the outdoor units of the VRV system at the places designated for them by the Promoter. Route for taking refrigerant piping and all other wires or installations required therefor shall be as per route to be decided by the Promoter. No perforation of the window or wall shall be permitted.

**29.** Provisions shall be made for providing DG Backup in the Project for a limited common service.

**30.** No car washing facility is or shall be made available at the Project. The

For Mitra Guha Associates



Proprietor

Allottee agrees and understands that washing of the car with a sprinkler system or hose is not permissible.

**31.** Stormwater Drainage facility has been adequately provided in the Project. However, the discharge of storm water into the public drainage system may result in temporary waterlogging at the Project site due to inadequacy in the public drainage system, and the Promoter shall not, in any way, be liable for the same.

**SCHEDULE G  
COMMON EXPENSES**

**Common Expenses shall include the following  
("Common Expenses"):**

- 1. MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the' Common Areas of the Said Building , lifts, generator^, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipment and installations comprised in the Common Areas (including lifts, generators, intercom, water pump
- 3. STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 4. ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5. TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any

For Mitra Guha Associates

*Himadri Guha*  
Proprietor

unit).

**6. AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

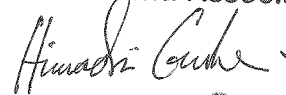
**7. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

**8. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

**9. PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

**OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

**For Mitra Guha Associates**



**Proprietor**