

## **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** made on this \_\_\_\_\_ day of Thousand and  
Twenty \_\_\_\_\_ .

**BETWEEN**

**(1)CHANDANA CHATTERJEE** (Aadhaar Card No. 5733 5439 0828) (PAN-AVQPC9443A), wife of Late Sekhar Chatterjee, by faith - Hindu, by Nationality Indian by Occupation - Housewife, **(2) SHUVANGI CHATTERJEE**, (Aadhaar Card No. 9498 5114 8512) (PAN - AVQPC9442B), daughter of Late Sekhar Chatterjee, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, both residing at 109/B, Keshab Chandra Sen Street, Post Office – Raja Ram Mohan Sarani, Police Station - Amherst Street, Kolkata 700009, hereinafter jointly called and referred to as the **VENDORS/OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**OM CONSTRUCTION** (PAN-AAGFO3848Q) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 2/1A, Bidhan Sarani, Third Floor, Post office and Police Station - Amherst Street Kolkata - 700006 represented by its Partners namely **SRI ANAND PRAKASH GUPTA** (PAN- ADWPGO213C, Aadhaar No. 563480440224, M-9331715159), son of Madhab Prasad Gupta, by faith Hindu, by Occupation Business, residing at 223, Bidhan Sarani, Police Station Jorasanko, Post Office Burrabazar, Kolkata - 700006 and **DHARMENDRA KUMAR JAISWAL** (PAN-AFUPK9359P, Aadhaar No. 845257853536, M 9830181487) son of Ram Chandra Prasad Jaiswal, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at 3C, Teghoria Main Road, Police Station -Baguiati, Kolkata - 700157, hereinafter referred to as the **“DEVELOPER/PROMOTER”** (which term or expression shall unless by or repugnant to the context be deemed to mean and include its successor or successor-in-office and/or assigns) of the **SECOND PART**.

**-AND-**

[If the Allottee is a Company] , (CIN No....) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at (PAN ), represented by its authorized signatory, (Aadhar No. ) duly authorized vide board resolution dated hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning

thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**(or)**

[ If the Allottee is a Partnership], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at (PAN ) represented by its authorised partner, (Aadhar No. ) authorised vide hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

**(or)**

[If the Allottee is a HUF] Mr./Mrs. (Aadhar No. ) son/daughter of aged about FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at (PAN) hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

**(or)**

[If the Allottee is an individual] Mr./Mrs. (Aadhar No. ) son/daughter of aged about residing at (PAN) hereinafter referred to as the Purchasers (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Developer and Purchasers shall hereinafter collectively be referred to as the Parties and individually as a Party of the **THIRD PART:**

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

**WHEREAS:**

**A.** (1) SMT. GOURI BOSE, widow of Rabindra Mohan Bose since deceased; (2) SRI ARUP KUMAR BOSE, son of the said Rabindra Mohan Bose, (3) SMT. TAPATI SINGH, wife of Sri Kanta Kumar Singh, all residing at No. P-119, Block-“F”, New Alipore in the town of Kolkata and (4) SMT. KETAKI DE, wife of Dr.

Bimal De, residing at 4, Shekespeare Sarani, Kolkata was the absolute owners of the property situated at the premises No.109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station - Amherst Street, within the limit of Kolkata Municipal Corporation herein after called and referred as the Schedule "A" mentioned property and hereinafter called and referred having their respective share.

**B.** While seized and possessed jointly the said Schedule "A" mentioned property (1) SMT. GOURI BOSE, (2) SRI ARUP KUMAR BOSE, (3) SMT. TAPATI SINGH, (4) SMT. KETAKI DE sold, transferred and conveyed the said property unto & in favour of (1) Shri Ram Dhani Singh, son of Shri Laltu Prasad Singh residing at 173, Picnic Garden Road, Kolkata- 700039, and (2) Shri Shayam Sundar Chaterjee, son of Sudhir Kumar Chaterjee since deceased residing at Kankinara railway quarters, Dist - North 24 Parganas, by way of the deed of conveyance which was registered in the office of Registrar of Assurances, Calcutta and the same was recorded in book number 1, volume number 147, pages from 72-83, being number 4484 for the year 1980.

**C.** By virtue of the Deed of Conveynce vide Deed No. 4484 of 1980 the said Ram Dhani Singh and Shri Shayam Sundar Chaterjee became the joint owners of the said property, each having the undivided half share in the said property.

**D.** The said Shyam Sundar Chaterjee, who was the owner of undivided half share of the said property out of his natural love and affection towards his full blooded elder brother, Shri Suresh Chandra Chaterjee made a deed of gift in respect of his entire undivided half share and interest in the said property in favor of his elder brother Shri Suresh Chandra Chaterjee by way of the deed of gift registered in the office of the Additional Registrar of Assurances- I, Kolkata. And the same was registered in book number 1, volume number 1902- 2015, pages from 39084 to 39103, being number 190207470 for the year 2015.

**E.** The said Ram Dhani Singh while seized and possessed the undivided  $\frac{1}{2}$  share of the said property died intestate leaving behind (i) Smt. Keshri Devi, widow of Late Ram Dhani Singh; (ii) Sri Chandrama Prasad Singh, son of Late Ram Dhani Singh; and (iii) Smt. Savitri Devi alias Savitri Singh, wife of Narendra Kumar Singh and daughter of Late Ram Dhani Singh, who became the joint owner of the undivided  $\frac{1}{2}$  share of the said property.

**F.** While seized and possessed the undivided  $\frac{1}{2}$  share of the said property the said (i) Smt. Keshri Devi, (ii) Sri Chandrama Prasad Singh and (iii) Smt. Savitri Devi alias Savitri Singh sold, transferred and conveyed the same in favour of Sures Chandra Chatterjee (now deceased) son of Late, Sudhir Kumar Chatterjee, and Ruby Chatterjee wife of Late Sures Chandra Chatterjee (now deceased) at the consideration mentioned therein. The said Deed of Conveyance dated 31/07/2019 was registered at Office of the Registrar of Assurances I, Kolkata, and recoded in Book No.1, Volume No.1903, Pages 153032 to 153073, being No.190303858 in the year 2019.

**G.** By virtue of Deed of Gift vide No. 190207470 of 2015 & Deed of Conveyance vide No. 190303858 in the year 2019 the said Sures Chandra Chatterjee and Ruby Chatterjee became the rightful, true and absolute owner of the said land measuring 4 Kottahs 15 Chittacks 35 Sq.ft. or 333.51 Sq.mtrs be the same or little more or less along with the (three storied old and dilapidated building standing thereon at Premises No.109B, Keshab Chandra Sen Street, Police Station Amherst Street, Street, Kolkata 700009.

**H.** the said Sures Chandra Chatterjee and Ruby Chatterjee had rightful, true and absolute owner of the said land measuring 4 Kottahs 15 Chittacks 35 Sq.ft. or 333.51 Sq.mtrs be the same or little more or less along with the (three storied old and dilapidated building standing thereon at Premises No.109B, Keshab Chandra Sen Street, Police Station Amherst Street, Street, Kolkata 700009. The age of the building is near about 150 years and is a dilapidated one, consisting of several rooms and the said building mostly lost its normal course of life, occupied by some family members and some shopkeepers. The back portion i.e. the northern portion posing danger which can claim any life and may create damage to balance portions of the said premises and/or adjacent premises at any time. The Kolkata Municipal Corporation declared it as a "Dangerous" one.

**I.** the portion of the schedule "A" property occupied by the various tenants.

**J.** the said Sures Chandra Chatterjee and Ruby Chatterjee have decided to get the property developed by demolishing the old dilapidated structure thereon and are looking for a well experienced developer who can develop the Schedule "A" property smoothly and successfully.

**K.** in pursuance of the said intention, the said Sures Chandra Chatterjee and Ruby Chatterjee had desirous to demolish the old dilapidated structure and develop the said property and owing to paucity of fund of the said Sures Chandra Chatterjee and Ruby Chatterjee approached to the Developers namely OM Construction represented by its Partner Sri Anand Prakash Gupta and Sri Dharmendra Kumar Jaiswal who are carrying on business of construction of building, for raising construction upon the said Schedule 'A' property as per the plan to be sanctioned by the Kolkata Municipal Corporation at their own cost and initiative for the mutual benefits of the parties to the Development agreement.

**L.** the said Developers namely Om Construction, herein in consideration of the proposal of the owner had agreed to demolish the old dilapidated structure and develop the Schedule "A" property and raise such construction on the said land in the said premises as per the plan to be sanctioned by the Kolkata Municipal Corporation out of their own fund and initiative on certain terms and conditions which they had agreed.

**M.** on 31st July, 2019 a development agreement had been entered into by and between the parties namely (1) Sri Sures Chandra Chatterjee (Now deceased), (2) Smt. Ruby Chatterjee (Now deceased) as owner of first part and OM CONSTRUCTION as a developer of Second Part for development of new building at Premises No.109/B, Keshab Chatterjee Sen Street, Kolkata -700009, after demolishing of old structure on the terms and conditions mentioned therein. The said development agreement was registered before the Office of the ARA-III, Kolkata which is recorded in Book No.I, Volume No.1903-2019, Pages from 153074 to 153119 being No.190303872 for the year 2019.

**N.** the said owner namely Sures Chandra Chatterjee (Now deceased) and Ruby Chatterjee (Now deceased) executed the General Power of Attorney in favour of ANAND PRAKASH GUPTA and DHARMENDRA KUMAR JAISWAL for their true and lawful attorney to perform all or any of the acts, deeds and things and matters as specifically mentioned in the said power of attorney. The said power of attorney dated 31st July, 2019 was registered before the office of the ARA-II, Kolkata which is recorded in Book No.I, Volume Na 1903- 2019, Pages from 161941 to 161967 being No.190303881 for the year 2019.

**O.** the said Sures Chandra Chatterjee died on 19<sup>th</sup> May, 2020 leaving behind Ruby Chatterjee as widow, Chandana Chatterjee, Shuvangi Chatterjee, (daughter of Sekhar Chatterjee)(Predeceased son) as his/her only legal heirs and representatives.

**P.** Ruby Chatterjee died on 19th September, 2020 leaving behind Chandana Chatterjee, daughter-in-law (wife of Predeceased son) and Subhangi Chatterjee, granddaughter of Predeceased son as her only legal heirs and representative.

**Q.** the present owner namely Chandana Chatterjee and Shuvangi Chatterjee have jointly inherited the first Schedule property as Owner.

**R.** in the Development agreement dated 31st July 2019 the Definition of "Owner include their heirs, executors, successors, legal representative and assigns therefore Chandana Chatterjee and Shuvangi Chatteriee become the owner of first Schedule property.

**S.** present owner have agreed to obey the terms and conditions as mentioned in the Development Agreement dated 31<sup>st</sup> July, 2019 and decided to sign, admit and execute Supplementary Agreement in connection with the properties which are described in Schedule "A" property hereunder written and further Development Agreement dated 22nd July 2021 has been entered into by and between Chandana Chatterjee and Shuvangi Chatterjee become the owner of one part and OM CONSTRUCTION as a Developer of Second Part and the said development agreement dated 22.07.2021 was recorded in Book No. I, Volumn No. 1903-2021, Pages from 262826 to 262877, being no. 190305857 for the year 2021.

**T.** the said owner namely Chandana Chatterjee and Shuvangi Chatterjee executed the General Power of Attorney in favour of ANAND PRAKASH GUPTA and DHARMENDRA KUMAR JAISWAL for their true and lawful attorney to perform all or any of the acts, deeds and things and matters as specifically mentioned in the said power of attorney. The said power of attorney dated \_\_\_\_\_ was registered before the office of the \_\_\_\_\_, Kolkata which is recorded in Book No.\_\_\_\_, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_ being No. \_\_\_\_\_ for the year 2019.

**U.** The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising. multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as\_\_\_\_\_.

**V.** 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 said land on which Project is to be constructed have been completed;

**W.** The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no\_\_\_\_\_.

**X.** The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the West Bengal Real Estate (Regulation and Development) Act, 2016 and other laws as applicable;

**Y.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no\_\_\_\_\_ on\_\_\_\_\_ under registration.

**Z.** The Allottee had applied for an apartment in the Project vide application no.\_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on\_\_\_\_\_ floor in along with garage/closed parking no. \_\_\_\_\_,as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the West Bengal Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Apartment" more particularly described in Schedule "A" and the floor plan of the apartment is annexed hereto and marked as Schedule B.

**AA.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;



**BB.** 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;

**CC.** 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;

**DD.** 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/Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

**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/unit] as specified in paragraph H;

**1.2.**The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only TOTAL CONSIDERATION PRICE mentioned in the Schedule hereunder written and payable in accordance with the same.

Block/Building/Tower no. _____  Apartment no. _____  Type _____  Floor _____	Rate of Apartment per square feet*
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\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

**-AND-**

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

Explanation:

I.The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

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, CGST, 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/Plot]:

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/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 Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing

electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

**1.3.** The Total Price is escalation free, save and except increases which the purchaser/Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the purchaser/Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the purchaser/Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the purchaser/Allottee.

**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 installments payable by the Allottee by discounting such early payments @\_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing re-bate and such rate of rebate shall not be subject to any revision/with- drawal, 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 and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous writ- ten consent of the Allottee as per the provision of the Act Provided that the Promoter may

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

**1.7.** 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 within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 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/Plot] as mentioned below:

I.The Allottee shall have exclusive ownership of the Apartment.

II.The Allottee shall also have undivided proportionate share in the Common Areas.Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, 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 [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

IV. The purchaser/Allottee has the right to visit the project site to assess the extent of development of the project and his apartment as the case may be.

**1.9.** It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with \_\_\_\_\_ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is as an independent indivisible self contained Project covering of form part and a part of any other project or zone and shall not form a part of and/o linked/combined with any other project in its vicinity or otherwise except finked courpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

**1.10.** It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely 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 dues 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 and interest thereon before transferring the 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 \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan

as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of \_\_\_\_\_ payable at \_\_\_\_\_.

## **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(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and 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 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. 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 and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### **5. TIME IS ESSENCE**

Time is of essence for the 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. Similarly, the Allottee shall make timely payments of the installment 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)

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan & the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Vendor. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Vendor undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided

under the Act, and breach of this term by the Vendor shall constitute a material breach of this Agreement.

## **7. POSSESSION OF THE APARTMENT/PLOT**

**7.1.** Schedule for possession of the said [Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("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 [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the purchaser/Allottee about such termination at least 30 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 shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within (two months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. Provided that in the absence of local law, the conveyance deed in favour of the Purchaser/allottee shall be carried out by the Promoter within three months of the date of issuing occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay



the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing \_\_\_\_\_ within days of receiving the occupancy certificate of the Project.

**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 applicable.

**7.4. Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the [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. Provided that in absence of any local laws, the Promoter shall handover the all necessary documents & plans within 30 days after obtaining completion certificate.

**7.5. Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment] (i) in accordance with the

terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 [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 for every month of delay, till over of the possession of the [Apartment]. Which shall be paid by the Promoter to the Allottee within forty five days of its become due.

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

The Promoter hereby represents and warrants to the Allottee as follow

- I. [Promoter] has absolute, clear and his marketable title with re spect to the said Land; the requisite rights to carry out develop sment upon the said Land and absolute, actual, physical and le gal possession of the said Land for the Project;
- II. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project,
- III. There are no encumbrances upon the said Land or the Project:
- IV. There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- V. All approvals, licenses and permits issued by the competent au- thorities with respect to the Project, said Land and [Apartment/ Plot] are valid and subsisting and have been obtained by follow- ing due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

VII.The Promoter has not entered into any agreement for sale and/ or development agreement or any other agreement / arrange- ment with any person or party with respect to the said Land, in- cluding the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

VIII.The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

IX.At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

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 dis- charge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penal- ties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

XII.No notice from the Government or any other local body or au- thority or any legislative enactment, government ordinance, or- der, notification (including any notice for acquisition or requisi- tion of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

XIII.That the property is not Waqf property.

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

**9.1.** 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 [Apartment/Plot] 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 including the provision of all specification, amenities and facilities as agreed by and between the parties

and for which occupancy certificate and completion certificate as the case may be, has been issued by competent authority.

II. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

a. Stop making further payments to 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 re- quired to make the next payment without any penal interest; or

b. The Allottee shall have the option of terminating the Agree- ment in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to with- draw 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 [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 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 pro- moter on the unpaid amount at the rate specified in the Rules.

II. In case of Default by Allottee under the condition listed above toranues for a period beyond consecutive two months after notice on the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment) in favour of

the Allottee and re fund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agree ment shall thereupon stand terminated.

Provided that the vendor shall initiate the purchaser about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute 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 has been included in the Total Price of the [Apartment].

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the

event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the [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 or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**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, garages/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the \_\_\_\_\_ (project name), 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 and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees 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 maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [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.

**16.3.** The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Allottee is entering into this Agreement for the allotment of a [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/Plot], all the

requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ 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 [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment].

### **20. APARTMENT OWNERSHIP ACT**

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

### **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(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) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee



in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT**

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

**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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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

**25.1.** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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.

**25.2.** Failure on the part of the Promoter to enforce at any time or for any Failure of time the provisions hereof shat thereafter to enfer to be a waiver of any provisions or of the right enforce each and every provision.

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at \_\_\_\_\_ the office of the Sub-Registrar.

Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**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 at their respective addresses specified below:

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

\_\_\_\_\_

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

\_\_\_\_\_ Name of Promoter

\_\_\_\_\_

\_\_\_\_\_ (Promoter Address)

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

**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.

**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 or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be

settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

**34. SAVINGS:**

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

**35.** The parties have also agreed to the following additional terms and conditions for the purpose of clarifying the terms above. Such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the Real Estate Regulation Act and the Rules and Regulations made thereunder.

**36.** The Purchaser has also prior to the execution of this agreement taken inspection of all relevant documents of title in respect of the land and/or buildings and agrees not to question the same or put any requisition henceforth with regard thereto.

**37.** Any amount paid by the Purchaser to Promoter in terms as aforesaid shall not carry any interest.

**38.** The sale of an undivided proportionate share in the land to the Purchaser in terms hereof shall be free from encumbrances but subject to the other provisions hereof.

**39.** In case by reason of the contract herein made by the Purchaser with the Vendors for sale of the unit and the common portions, the Vendors be exposed to any liability for payment of GST, Sales Tax, Service Tax, Value Added Tax or any other statutory liabilities, etc., then and in such event the same shall be the liability of the Purchaser and the Purchaser shall forthwith on demand by the Vendors pay to the Vendors the same and shall also indemnify and keep the Vendors saved harmless and indemnified against all costs, charges, expenses, losses, actions and proceedings in respect thereof.

**40.** In addition to the price mentioned in Schedule 'C' hereto, the Purchaser shall also pay to the developer herein the proportionate costs, expenses, deposits and charges for electricity meter, transformer, HT and LT cable, generator, documentation charges & maintenance cost deposit as applicable.

**41.** The Purchaser shall also pay wholly the costs of stamp fees, registration charges and miscellaneous expenses for this document and all documents to be executed in pursuance hereof and shall deposit with Promoter the estimated value thereof at or before the date of taking possession.

**42.** It is clarified that if by reason of such additions and/or alterations and/or for providing additional work and/or facility and/or utility as aforesaid any delay is made in completion of the construction of the Unit and common portions thereby causing delay in the delivery thereof from the agreed date of delivery, the Vendors shall not be liable for any damages or costs.

**43.** Until the date of actual delivery of possession of the Unit, Promoter shall exclusively be entitled to use and possess the Unit and every part thereof.

**44.** Upon delivery of possession of the Unit, the Purchaser shall be entitled to use and possess the same and every part thereof exclusively and be entitled to the rents issues and profits thereof.

**45.** At any time hereafter and upon payment of all the dues of the Vendors and/or the Maintenance Association hereunder and upon due observance and performance of the terms covenants and conditions as are on the part of the Purchaser to be paid, observed and performed, the Purchaser shall be entitled to nominate, sell, lease, mortgage, charge, let out or part with the possession of the Unit along with the said undivided impartible proportionate share in the land and the common portion provided however as follows :

a) \_\_\_\_\_ Developers \_\_\_\_\_ shall be paid a Nomination charge calculated @ Rs. 75/- (Rupees seventy five) per square feet of carpet area of the Unit in respect of each nomination ;

b) Any such nomination, transfer, lease, mortgage, charge and/or letting out shall be subject to the terms covenants and the conditions contained in this agreement as are on the part of the Purchaser to be paid, observed and

performed save to the extent already observed and performed ;

c) The Purchaser shall pay all increase in the Municipal rates and taxes and other outgoing as may be occasioned due to the letting out of the said Unit.

d) The Nomination agreement shall be prepared by the Advocate defined above.

The fees of the Advocate for drafting such Nomination Agreement shall be Rs. 7,500/- to be paid by account payee cheques drawn in the name of Mr. \_\_\_\_\_ and made over to \_\_\_\_\_ Developers.

e) The Purchaser shall however not have the right to make any nomination within twenty four months from the date of this agreement.

It is however agreed and understood that in the event the Purchaser has obtained credit facilities from any bank or financial institution for the purpose of financing the purchase of the Unit, no nomination will be made without first obtaining a 'no objection certificate' from such bank or financial institution.

**46.** The Purchaser shall not for any reason whatsoever obstruct the Vendors' completion of construction of any part of the building and/or the proposed building notwithstanding any temporary inconvenience to the Purchaser in enjoyment of the Unit and the common portions.

**47.** The Purchaser shall not for any reason whatsoever obstruct the Vendors in its transferring the remaining share in the land and/or the other portions of the proposed building and/or parts thereof to any person or persons.

**48.** During construction and at all times thereafter till the said date of delivery, the Unit and the said undivided proportionate share in the land shall be at the risk of the Vendors and thereafter the same shall be at the risk of the Purchaser. The Purchaser shall not request the Vendors to permit workmen engaged by the Purchaser to either have access to the said Unit or to carry on any work of whatever nature therein before the date of delivery of possession.

**49.** The Purchaser shall become liable to pay proportionate share of the common expenses upon the expiry of 15 days from the date of issuance of the notice of taking delivery of the said unit or from the date of actual delivery of possession, whichever is earlier.

**50.** The Purchaser shall, within 15 days of receipt of notice of possession and in any event before taking delivery of possession, fulfil his covenants herein as are on his part to be observed and fulfilled till the date of delivery.

**51.** The Unit shall for all purposes to deemed to be completed as soon as the flat therein be internally completed and the Vendors provide egress and ingress thereto and water and sewerage connection therein and obtains completion certificate from either the Kolkata Municipal Corporation or the Architect.

**52.** If the main door of the said Unit is at any time replaced by the Purchaser for whatever reason, the Purchaser will replace the same with another door of identical design and finish. If the Purchaser intends to fit window grilles and/or collapsible gates, the same shall be of the design and specification as decided upon by the Architect appointed by Promoter. The Purchaser shall also not enclose any balconies nor install air conditioners except at the spaces designated for the same nor change the outer elevation of the building in any manner and shall adhere to the colour scheme decided upon by the Architect and/or the Owners' Association in respect of all areas visible from outside the Unit.

**53.** All letters, receipts and/or notices required to be issued by the Vendor and despatched under registered post with acknowledgment due to the address of the purchaser as mentioned in this Agreement may, alternatively, be sent by email to the email address provided by the Purchaser which will be sufficient proof of despatch of the same to the Purchaser and shall effectually discharge Promoter. The Purchaser will be deemed to have received such notice etc. twenty-four hours after the same has been sent by email or on the seventh day after the same is despatched by post with sufficient postage paid thereon.

**54.** No term or condition of this agreement shall be changed at any time unless the same is in writing duly signed by the parties hereto and it will not be open to any of the parties to allege that any oral agreement de hors this agreement was entered into.

**55.** This agreement is being prepared and executed in two originals, one being retained by the Vendor and the other by the Purchaser.

**THE SCHEDULE "A" ABOVE REFERRED TO**

(Description of entire property)

**ALL THAT** piece and parcel of land measuring an area of 4 Kottahs 15 Chittacks 35 sq.ft. or 333.51 sq.mtrs be the same or little more or less together with three storied brick build dwelling house standing thereon measuring 6600 sq ft super built up area fully Occupied by the tenants and illegal occupiers and Ground floor consists of 2200 sq ft super build up area, First floor consists of 2200 sq ft super build up area, second floor consist of 2200 sq. ft. super build up area situated and lying and being premises No.109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38, having Assessee No.110381900666 and the said property is butted and bounded by in the manner following:

**ON THE NORTH :** By the premises No. 108, Raja Ram Mohan Roy Sarani;

**ON THE SOUTH :** By Keshab Chandra Sen Street;

**ON THE EAST :** By Partly Raja Ram Mohan Roy Sarani and partly by the Premises No. 108/1,108/2, Raja Ram Mohan Roy Sarani;

**ON THE WEST :** By the Premises No. 109A, Keshab Chandra Sen Street, 107, Keshab Chandra Sen Street and 105, Keshab Chandra Sen Street.

**THE SCHEDULE "C" ABOVE REFERRED TO**

(Flat to be conveyed)

**ALL THAT** self-contained **residential flat** being **Flat No.**\_\_\_\_\_ of the \_\_\_\_\_ floor of newly constructed \_\_\_\_\_ storied building upon the Schedule "A" property having **Carpet area** \_\_\_\_\_ **square feet** consisting of \_\_\_\_\_ bed room, \_\_\_\_\_ having \_\_\_\_\_ **floor** with **lift facilities** together with undivided proportionate and impartibly share and interest of the Schedule "A" property and also the right of common user of lift and all side space, back spaces, all common areas, facilities, fixtures, attached thereto, sewerage, and drainage facilities in common with the entire building and right to use water supply from the underground reservoir through overhead tank and pipe lines installed in the building, staircase and stair case landing upto the top floor or in other words; roof right of the said building and also all



other easements and appurtenances attached therein being Municipal Premises No. 109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38, having Assessee No. 110381900666 which has been depicted by 'RED' border in the Map or Plan annexed hereto.

**THE "C" SCHEDULE ABOVE REFERRED TO**

**( payment plan)**

**The Total Price shall be paid by the Allotee in the following manner:**

Sl. No.	TOTAL PRICE	Amount to be paid in rupees
1.	On booking	9% of total consideration
2.	On execution of agreement for sale	11% of total consideration
3.	On completion of foundation	15% of total consideration
4.	On completion of 1st floor	10% of total consideration
5.	On completion of 2nd floor	15% of total consideration
6.	On completion of 3rd floor	15% of total consideration
8.	On completion of roof casting	10% of total consideration
9.	On completion of flooring of unit	10% of total consideration
10.	On possession of the unit	5% of total consideration

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

SIGNED, SEALED & DELIVERED

BY THE PARTIES AT KOLKATA IN THE PRESENCE OF :-

**WITNESSES**

1.

**SIGNATURE OF THE VENDORS**

2.

**SIGNATURE OF THE DEVELOPER/BUILDER**

**SIGNATURE OF THE PURCHASERS**

**Drafted by me:**

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchaser the within mentioned sum of Rs. \_\_\_\_\_/- (\_\_\_\_\_) only as and by way of earnest money out of consideration money as per Memo below :-

	DD/Cash/Cheque	<u>Date</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
<b>TOTAL</b>				

**WITNESSES:**

1.

**SIGNATURE OF THE VENDORS**

2.

**SIGNATURE OF THE DEVELOPER/BUILDER**