

AGREEMENT FOR SALE

By this Deed of Agreement dated _____ day of _____ 2026

MD SHAHRUKH alias MOHAMMED SHAHRUKH PAN: AACCE7579H, son of Late Nabi Mohammed, By Faith Islam, By Occupation Business By Nationality Indian, Residing at Premises No. 10N, Tiljala Shibhala Lane , P.O- Ballygunge, P.S- Karaya, Kolkata 700039 hereinafter called the “**OWNER**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, successors-ininterest/office, nominees and assigns) of the **FIRST PART**

AND

_____, **having PAN: _____, AADHAAR NO: _____**, son of _____ By Faith _____, By Occupation Business By Nationality Indian, Residing at Premises No. _____ hereinafter collectively called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and or assigns) of the **SECOND PART**

The Owner and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

DEFINITIONS:

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

- a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (Act No.16 of 2016 dated 26.3.2016);
- b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 (w.e.f 27.7.2021) Notification No, 1-GN-HO-15/1/2021-LAW CELL-Deptt of HO 27th July 2021;
- c) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) “Section” means a section of the Act;
- e) “Owner/Vendor” shall mean and include **MD SHAHRUKH alias MOHAMMED SHAHRUKH PAN: AACCE7579H**, son of Late Nabi Mohammed, at Premises No. 10N, Tiljala Shibhala Lane, P.O- Ballygunge, P.S- Karaya, Kolkata 700039, and include his legal heirs representatives, administrators, nominees and assigns.
- f) “Allottee/Purchaser” shall mean and include _____, **having PAN: _____**, son of _____ Residing at Premises No. _____ and his/her/their legal heirs, legal representatives, administrators, and assigns.

g) “Scheduled Property” shall mean and include **ALL THAT** piece and parcel of land containing an area of (10) Ten Cottah together with proportion share of tiles shed structure having area measuring 7000 sq.ft more or less situate lying at and

being Premises No. 29/4, Topsia Road South, P.O-Topsia, P.S-Topsia, under Ward No.059, having Assesse No.110592203443, of the Kolkata Municipal Corporation, as more fully and particularly described in the Schedule - A hereinafter written.

i) "Demised Property" shall mean and include:-

ALL THAT one self-contained residential **Flat No.**_____ containing by estimation carpet area of _____ **square feet**, built up area of _____, more or less, with tile flooring located on the _____ floor and the right to use 1 (One) covered car parking space on the ground floor of the said building situate lying at Premises No. Premises No. 29/4, Topsia Road South, P.O-Topsia, P.S-Topsia, more fully and particularly described in the Schedule-B , hereinafter written.

j) "Building" shall mean the residential building consisting of Ground Plus Six floors, which is under construction in accordance with the Building Plan sanctioned by the Kolkata Municipal Corporation over the said Scheduled Property.

k) "Building Plan" shall mean the Building Plan/Permit No. **2025070176 dated-30.03.2026** sanctioned by the Kolkata Municipal Corporation for the construction of G+ 6 storied building over the Scheduled Property including the elevation, designs, drawing as prepared by the Architect with variations therein, if any.

l) "Project" shall mean the work of development of the Premises, construction and completion of the Building and marketing and sale of the Units and other rights.

m) "CAM" (chargeable area for maintenance) shall be the Carpet Area plus Veranda/balcony/ terrace which are exclusively meant for the Allottees of the respective units and including the right in common parts and common portions like all amenities, facilities, landscape areas if any, service road and common passages built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, club, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, common roof, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in this agreement of Sale for which proportionate cost has been collected from the Allottees.

n) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

o) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly, words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

WHEREAS:

One Nabi Mohammed, became the owner of ALL THAT piece and parcel of bastu land measuring 5(Five) Cottahs more or less, together with structure tile shed structure standing thereon, lying situated at Mouza East Gobra, being portion KMC premises No. 29, Topsia Road South, Ward No. 59, Borough No. VII, A.D.S.R. Sealdah, District 24 Parganas (South), by virtue of a registered Deed of Conveyance Being Deed No. 1616, for the year 1999, recorded in Book No. I, Volume No. 42, Pages from 471 to 494, registered before the office of DSR-III, at Alipore.

AND WHEREAS while said Nabi Mohammed, being well seized and possessed and otherwise sufficiently entitle to all that piece and parcel of the bastu Land hereditaments, further constructed tin shed structure thereon and part whereof and lying situated and comprised within and being portion KMC premises No.29, Topsia Road South, Ward No. 59, Borough No. VII, duly got his name mutated and the premises separated in the Assessment Roll of the Kolkata Municipal Corporation being Premises No. 29/3, Topsia Road South, Ward No. 59, Borough No. VII, having Assessee No. 110592203455, in respect of the said land property,

which is more particularly described and mentioned in the schedule written hereunder (hereinafter for the purpose of brevity referred to as the 'said premises'), free from all encumbrances, liabilities, charges, Lien, attachment whatsoever and enjoying the usufruct thereof.

AND WHEREAS said Nabi Mohammed, being Muslim guided by Hanafi School of Muslim Law, the died intestate on 15.11.2023, leaving behind surviving the Seema Begum as wife and Ayesha Laskar and Hena Ali as two daughters as well as the Md Shahrukh alias Mohammed Shahrukh as son as his legal heirs in interest, who in terms of the Hanafi School of Muslim Law of inheritance, jointly inherited the undivided pre specified share in the property mentioned in the Schedule A, written hereunder, with each having share therein as follows:

<u>Relation</u>	<u>Share</u>	<u>Undivided Land Area in Schedule A property</u>
Seema Begum (Wife)	12.5 %	405 sq. ft. i.e. (10 Chittcks)
Ayesha LAskar (Daughter)	21.875 %	787.5 sq. ft. i.e. (1 Cottah 1 Chittcks 22.5 Sq. ft.)
Hena Ali (Daughter)	21.875 %	787.5 sq. ft. i.e. (1 Cottah 1 Chittcks 22.5 Sq. ft.)
Md Shahrukh (Son)	43.75 %	21575 sq. ft. i.e. (2 Cottah 3 Chittcks)

AND WHEREAS (1) Seema Begum (2) Ayesha Laskar and (3) Hena Ali as lawful owner by virtue of registered deed of Gift dated 24.11.2023 have Gifted their above mention share lying and situated and comprised in Premises No.29/3, Topsia Road South ward No.59, Bourough No. VII, Having Assesse No.110592203455, P.S-Topsia, P.O-Tangra having undivided land area measuring 2 Cottah 13 Chittack together with proportion share of tiles shed structure having area measuring 1968.75 sq.ft more or less out of total Land area 5 Cottah together with proportion share of tiles shed structure having area measuring 3500 sq.ft more or less being more than 23 years old standing thereon were simultaneously registered in the office of the Additional District Sub Registrar, Sealdah, South 24 Parganas, recorded in Book No.1, Volume No. 1606-2023 , Pages-132874 to 132901 being No.160604843 for the year 2023 to Md Sharukh alias Mohammed Sharukh as the son of the Seema Begum and brother of Ayesha Laskar And Heena Ali.

AND WHEREAS One SEEMA BEGUM, became the owner of ALL THAT piece and parcel of bastu land measuring 5(Five) Cottahs more or less, together with structure tile shed structure standing thereon, lying situated at Mouza East Gobra, being portion KMC premises No. 29, Topsia Road South now 29/4 Topsia Road South, Ward No. 59, Borough No. VII, A.D.S.R. Sealdah, District 24 Parganas (South), by virtue of a registered Deed of Conveyance Being Deed No. 1840, for the year 1999, recorded in Book No. I, Volume No. 49, Pages from 15 to 40, registered before the office of DSR-III, at Alipore.

AND WHEREAS, out of love and affection the said SEEMA BEGUM gifted her piece and parcel of bastu land measuring 5(Five) Cottahs more or less, together with

structure tile shed structure standing thereon, lying situated at Mouza East Gobra, being portion KMC premises No. 29, Topsia Road South now 29/4 Topsia Road South, Ward No. 59, Borough No. VII, A.D.S.R. Sealdah, District 24 Parganas (South), by virtue of a registered Deed of Conveyance Being Deed No. 1840, for the year 1999, recorded in Book No. I, Volume No. 49, Pages from 15 to 40, registered before the office of DSR-III, at Alipore via gift deed to her son Md Sharukh alias Mohammed Sharukh by virtue of registered deed of Gift dated 24.11.2023 registered in the office of the Additional District Sub Registrar, Sealdah, South 24 Parganas, recorded in Book No.1, Volume No. 1606-2023 , Pages-132784 to 132804 being No.160604793 for the year 2023.

AND WHEREAS by virtue of above deed of gifts the Md Sharukh alias Mohammed Sharukh has become the sole and absolute owner in respect of **ALL THAT** piece and parcel of well demarcated bastu land hereditaments and all fixture ,walls, yards ,water ways, sewages and benefit and advantage of ancient and other right ,liberties, easements, privileges, appendages and appurtenances whatsoever lying and situated and comprised in Premises No.29/3, Topsia Road South ward No.59, Borough No.VII, Having Assesse No.110592203455, P.S-Topsia, P.O-Tangra and 29/4, Topsia Road South ward No.59, Borough No.VII, having Assesse No.110592203443, P.S-Topsia, P.O-Tangra having undivided total land area measuring 10 Cottah together with tiles shed structure having area measuring 7000 Sq.ft more or less.

B. The Owner being desirous to develop the said property for commercial exploitation resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

D. And thereafter after such amalgamation Pursuant to and in terms of the said Development Agreement the Developer obtained sanction of Building Plan bearing B.P. No- 2025070176 dated- 30.03.2026 from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+6 floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly commenced the work of construction of the said new building to be comprised of several self-contained flats, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction would be completed in accordance with the aforesaid sanctioned building plan at the Developer's own costs, expenses and responsibility.

E. By virtue of aforesaid the Owner/Vendor are absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self-contained residential Flat No. _____ containing by estimation carpet area carpet area of _____ square feet, built up area of _____square feet, more or less, with TILE flooring located on the 3rd floor and the right to use 1 (One) covered car parking space on the ground floor of the said building situate lying at Premises No. Premises No. 29/4,Topsia Road South, P.O-Tangra, P.S-Topsia ,as more fully and particularly described in the Schedule - B hereinafter written, and for short hereinafter called and referred to as the **DEMISED PROPERTY**.

F. The said property/land is earmarked for the purpose of building a residential project comprising multistoried apartment building and the said project shall be known as "MARVELLA".

G. The Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner and Promoter regarding the Said Land on which Project is to be constructed have been completed.

J. The Allottee had applied for an apartment in the Project having carpet area of _____ sq.ft., covered area _____ sq.ft. ___BHK, on___ floor of the proposed building along with the right to use 2 (Two) covered car parking space on the ground floor, 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 Act (hereinafter referred to as the "Apartment" more particularly described in

Schedule B and the floor plan or the apartment is annexed hereto and marked as Schedule E).

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

L. 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.

M. 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.

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/mechanical parking (if applicable) as specified in para K.

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 Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para K;

1.2 The Total Price for the Apartment based on the built up area is Rs. /- (Rupees) only Flat No. _____ Type: _____ BHK Floor: _____ floor Rate of Apartment Rs. /- Total price (in Rupees) Rupees only Covered Parking 2 (Two)

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Owner/Promoter towards the Apartment;

(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.

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 in writing to the Allottee, the amount and/or part thereof payable as stated in clause (i) above and the Allottee shall make payment within 10 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 includes :

1. pro rata share in the Common Area; and

2. covered/open parking (s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of 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 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule –D (“Payment Plan”).

1.5 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 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 owner/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 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.

1.9 It is made clear by the Owner/Promoter and the Allottee agrees that the Apartment along with one covered/open car parking 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 vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project namely "MARVELLA" 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 Owner/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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/execution of this agreement for sale, 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 [Schedule D] 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 prescribed in the Rules.

2. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

2.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

2.2 The Owner/Promoter accepts no responsibility in regard to 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 Owner/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 favor 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 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 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 D ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the specifications of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, which has been approved 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 specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Real Estate (regulation and Development) Act 2016 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

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 along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 18 months with a grace of 6 months 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; 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 90 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. 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 after the issuance of the completion certificate for the project. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 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 para 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.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his/her/their 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 30 days of such cancellation.

7.6 Compensation- The Owner/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 compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the 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 forty-five 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 Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal 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;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Owner/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 Owner/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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter are 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 Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment 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 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;
- (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 Owner/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 prove ready to move in possession of the Apartments 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 apartment;
- (ii) discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules or regulation made there under.

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

- (i) 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 required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the 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 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 promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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 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 date of 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 2 (two) 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 obligation 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 Service Areas: The service areas, if any, as located within "MARVELLA", 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 maintain the Apartment at his/her/their 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 color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Allottee shall plan and distribute 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 PARTIES:

The Allottee is entering into this Agreement for the allotment of an 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/they 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. PROMOTER SHALL NOT MORTGAGE OR CREATE A 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.

19. 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.

20. 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 10 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 15 days from the date of its receipt by the Allottee and/or appear before the Additional District/Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not

rectified within 7 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.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersede 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.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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 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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Owner/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 Kolkata after the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar/Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the 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):

Promoter Name:

(Promoter Address): _____,

Kolkata- _____.

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 Act and the Rules and Regulations made there under including other applicable 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. OTHER PAYMENTS

1. Security deposit (as per demand by CESC for Meter) born by Buyers.
2. Generator Charges approx (only for fans & lights, Not for AC, Geyser, etc) @ Rs._____/ - for the unit/flat.
3. In the event of the Vendor/Developer providing any additional materials facilities or gadget to the benefit of the resident of the building then the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common areas. On whether such additional

facilities or amenities are to be provided for will be entirely at the sole discretion of the Vendor/Developer in consultation with the Purchaser.

5. Legal & Documentation Charges Rs. 25,000/- only.

7. Maintenance Charges @ Rs.2.5/- per Sq.ft. (CAM Area) per month only after the promoter has obtained completion certificate from the competent authorities

8. Property Tax (AS PER DEMAND BY KMC)

9. KMC Mutation Fees For Flat - Rs. 20,000/- only.

SCHEDULE - A AS REFERRED TO ABOVE

Description of Land and Premises

ALL THAT piece and parcel of well demarcated Bastu land hereditaments and all fixture ,walls, yards ,water ways, sewages and benefit and advantage of ancient and other right ,liberties, easements, privileges, appendages and appurtenances whatsoever lying and situated and comprised in Premises No. 29/4,Topsia Road South ward No.59, Borough No.VII, Having Assessee No.110592203443, P.S-Topsia, P.O-Tangra having undivided land area measuring (10) Ten Cottahs together with proportion share of tiles shed structure having area measuring 7000 sq.ft more or less and the said property is butted and bounded by :-

ON THE NORTH : By Premises No. 29 Topsia Road South;

ON THE SOUTH : By Portion of Premises No.29/2 Topsia Road, South;

ON THE EAST : Portion of Premises No.32 Topsia Road South;

ON THE WEST : By '33' wide Topsia Road South;

SCHEDULE – B AS REFERRED TO ABOVE

(Description of the said Property)

ALL THAT one self-contained residential Flat No. ____ containing by estimation carpet area of ____square feet,(i.e- covered area ____square feet, more or less consisting of ____ Bedrooms, one (1) Living cum-Dining Hall, one (1) Kitchen, two (2) Bath-cum-Privy with tile flooring located on the ____ floor and the right to use 1(One) covered car parking space, on the ground floor of the building (under construction) situate lying at Premises No. 29/4,Topsia Road South under ward No.59, P.O-Tangra within Police Station Topsia, and butted and bounded as follows :-

On the North by : ;
On the South by : ;
On the East by : ;
On the West by : .

SCHEDULE – C AS REFERRED TO ABOVE

(Description of common spaces, open spaces and common facilities and amenities in the said building to be constructed).

ALL THAT the main stair case of the building, lift, lobbies paths, passages, underground water reservoir, overhead water tank, other common spaces, open spaces in the said premises, main sanitary line, plumbing line, electrical line, water line, sewerage line, drainage and drains, drainage line, and outside wall of the main building, electric meter space, electric pump and motor space and those to be enjoyed in common and to be used' by all the flat owner of the said building.

THE SCHEDULE “D” ABOVE REFERRED TO : **(Specification of works schedule)**

1. Building will be R.C.C. structure, all other wall be 8” thick B.W. and partition wall will be 3” / 5” B. W. with H. B. wire Netting as per Architect direction.
2. All floors, skirting as well as the kitchen and bath room floors shall be of KAJARIA tiles.
3. Bath room floors will be anti-skid vitrified tiles.
4. Kitchen floor will be vitrified tiles and vitrified tiles up to 3” hide above granite counter top along with a ready modular kitchen.
5. Drawing and Dining Floor will be wooden flooring.
6. All windows to be grill fitted along with aluminum sliding / UPVC windows
7. 1 (one) Nos. of Lifts to be installed (6 person).
8. All toilets fitting to be of jaguar make.
9. Sal wooden frame along with flush door of century/green ply make to be installed in each flat.
10. Tiles on bathroom walls up to ceiling height on all four sides.
11. All electrical wiring to be done with Havells/Polycab wire and switches of reputed company to be installed.
12. All exterior work and elevation design along with exterior paint to be done.
13. Installation of main gate (ss/ms) as per project elevation and design.
14. Stairs and lift lobby to be granite finish.
15. Putty on all sides of the flat of reputed company.
16. Lift of reputed company to be installed (Otis/Schindler/Kone).
17. Air conditioner to be Installed in all bed rooms and drawing cum dining area of reputed company.

SCHEDULE “E” AS REFERRED TO ABOVE

(Showing the Mode of Cheque Payment/Payment Plan)

Installment

1. On agreement - 20%.
 2. On Completion of Piling - 10%.
 3. On Completion of 1st floor casting 10%.
 4. On Completion of 2nd floor casting 10%.
 5. On Completion of 5th floor casting 15%.
 6. On Completion of brickwork of flat booked 10%.
 7. On Completion of flooring of flat booked 10%.
 8. On Completion of all sanitary fittings and flush doors 10%.
 9. On Possession/ or registration (whichever is earlier) 5%
- Total 100%

Other Important Terms & Conditions:

- 1 Payments shall be made within 15 days of receiving the demand or interest @18% shall be chargeable.
2. Cancellation Charges:
 - i) 10% of the total payment received OR Rs 10,000/- which is higher to be deducted (before agreement) and the entire GST amount paid against Flat booking shall be forfeited.
 - ii) 10% of the total flat cost to be deducted (after agreement) and the entire GST amount against Flat booking shall be forfeited along with brokery charges, if any.
 - iii) 80% of the total payment received to be deducted (after casting of 5th floors) and the entire GST amount paid against Flat booking shall be forfeited.

SCHEDULE E
(FLOOR PLAN OF THE FLAT)
(To be annexed separately)

- i) Roof Garden;
- ii) Gymnasium

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seal, the day, month and above written.

SIGNED AND DELIVERED

in presence of:

WITNESSES:

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

Drafted by me

Advocate
High Court, Calcutta

