

For, S P Enterprise  
*Leomitra Choudhury*  
Partner

For, S P Enterprise  
*Pradip Kumar Saha*  
Partner

### AGREEMENT FOR SALE

This Agreement for Sale executed on this ..... Day of ....., 20.....  
**(Two Thousand And Twenty-.....).**

**By and Between**

1. **UTTAM KUMAR SAHA, PAN- APUPS0387M**, S/o. Late Amulya Kumar Saha, 2. **SAGAR SAHA, PAN-FIFPS5755E**, S/o. Uttam Kumar Saha, both residing at Mahanda Colony, P.O. Mangalbari, P.S. & Dist. Malda, Pin-732124 (W.B.), 3. **RABIND GHOSH, PAN-CCYPG9053M**, S/o. Krishna Ghosh, residing at Mangalbari Ghoshpara, P.O. Mangalbari, P.S. & Dist. Malda, Pin-732124 (W.B.) all by profession Business, all by faith Hindu, all by Nationality : Indian, hereinafter referred to as the **Owners** represented by their attorney '**S P ENTERPRISE**', a Partnership firm, having it's office at South Singatala, P.S. – English Bazaar, P.O. Mokdumpur, Dist – Malda, Pin-732103 represented by its Partners 1) **SOUMITRA COHWDHURY, PAN-ADJPC9353L**, S/o. Late Arun Chowdhury, residing at K. J. Sanyal Road, P.S. – English Bazaar, P.O. & Dist – Malda, Pin-732101 and 2) **PRADIP KUMAR SAHA, PAN-AVWPS5549P**, S/o. Late Khagendra Nath Saha, residing at Dakshin Lakshmipur, P.S. – Kaliachak, P.O. Shershani, Dist – Malda, Pin-732201(W.B.), all by Faith-Hindu, by Profession-Business, all by Nationality : Indian, vide Deed No. 7605 dated 02/07/2024 of A. D.S.R. Malda (Owner No. 1 & 2), vide Deed No. 13391 dated 13/09/2024 of D.S.R. Malda (Owner No. 2) and Vide Deed No. 12283 dated 04/10/2024 of A.D.S.R. Malda (Owner No. 3), hereinafter referred to as the **PROMOTER/ DEVELOPER** (which expression shall unless contrary and/or repugnant to the context include its successors-in-interest and/or assigns) party of the **FIRST PART**.

AND

....., son/wife/daughter of .....,  
by faith ....., by nationality Indian, by occupation .....,  
permanently residing at Vill – ....., Post Office-  
....., Police Station- ....., Dist – .....,  
State-....., Pin- ..... [PAN .....] & [AADHAAR  
No. .....] & [Phone No. .....] hereinafter  
referred to as the "Allotees/ Purchasers" (which expression repugnant to  
the context meaning thereof be deemed to mean and include its heirs,

executor, administrator, successor-in-interest, and permitted assigns) party of the **SECOND PART.**

The Owner, Promoter/Developer and Allottees/Purchaser shall hereinafter collectively be referred to as the "Parties" and individually to as a "Party".

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

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017. (West Bengal. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018, made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

**WHEREAS:**

1. By registered Deed of Partition bearing Deed No. 12472 dated 26/12/1990, Deed of Sale bearing Deed No. 5712 dated 02/06/1992, Deed of Sale bearing No. 146 dated 09/01/1998, Deed of Sale bearing No. 2620 dated 02/05/2006, Deed of Sale bearing No. 4520 dated 26/04/2013, Deed of Gift bearing Deed No. 4471 dated 30/03/2012 and Deed of Sale bearing Deed No. 1274 dated 09/02/2009, the **Owner No. 1** i.e. Uttam Kumar Saha herein acquired all that piece and parcel of land measuring more and less an area 34.578 Decimals of Plot no. R.S. 1599, 1572, 1571, L.R. 1740, 1723 & 1722 lying and situated at Mouza: Mangalbari Samundai, J.L. 105 Police Station Malda, District of Malda, which is one compact piece of land and the plots are adjacent plots (morefully and particularly described in the **SCHEDULE "A" Part-I**) here under written and herein after referred to as the '**Said Premises**'). By Registered Deed of Sale bearing Deed No. 8677 dated 08/08/2013 the **Owner No. 2** i.e. Sagar Saha herein acquired 3.30 dec. of land of R.S. Plot no. 1599, L.R. 1740 and 2.20 dec. of land of R.S. Plot No. 1572, L.R. 1723 lying and situated at Mouza: Mangalbari Samundai, J.L. 105 Police Station Malda, District of Malda, which is one

compact piece of land and the plots are adjacent plots (morefully and particularly described in the **SCHEDULE “A” Part-II**) here under written and herein after referred to as the '**Said Premises**'). By Registered Deed of Sale bearing Deed No. 8343 dated 18/07/2024 the **Owner No. 3** i.e. Rabind Ghosh herein acquired 0.510 dec. + 5.01 dec. = 5.52 decimal of land of R.S. Plot no. 1571, 1572, L.R. 1722 & 1723 lying and situated at Mouza: Mangalbari Samundai, J.L. 105 Police Station Malda, District of Malda, which is one compact piece of land and the plots are adjacent plots (morefully and particularly described in the **SCHEDULE “A” Part-III**) here under written and herein after referred to as the '**Said Premises**'). In this regard it is clarified that the expression “Said Premises” wherever used in this agreement shall always deem to include and comprise of all such adjacent parcels of land which may in future be acquired/purchased by the Owners (and/or any of them) and/or their associates and developed together with the Said Complex and the Allottees/occupants of Project/Said Complex shall not raise any dispute or objection in this regard.

2. The Owners have duly obtained mutation of the Said Premises from the concerned statutory authority.
3. The Owners with an intention to develop the Said Premises approached the Promoter/Developer for the purpose and the Promoter/Developer had formulated a scheme to develop a Project consisting of Residential Accommodation and for the said purpose has nominated the Promoter/Developer to plan, conceptualize, build, erect and complete the project on such terms and conditions as contained in the Development Agreement executed by Owner No. 1 & 2 dated 2<sup>nd</sup> July, 2024, registered before the office of the Addl, Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 199779 to 199814, being No. 7563 for the year 2024 and subsequently the Owner No. 1 & 2 herein had executed a Power of Attorney in favour of the Promoter/Developer conferred certain power mentioned in the said Power of Attorney dated 2<sup>nd</sup> July, 2024, registered before the office of the Addl, Dist. Sub-

Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 199815 to 199833, being No. 7605 for the year 2024, in the Development Agreement executed by Owner No.2 dated 13<sup>th</sup> Date of September, 2024, registered before the office of the Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0901-2024, Pages from 231750 to 231771, being No. 13333 for the year 2024 and subsequently the Owner No. 2 herein had executed a Power of Attorney in favour of the Promoter/Developer conferred certain power mentioned in the said Power of Attorney dated 13<sup>th</sup> September, 2024, registered before the office of the Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0901-2024, Pages from 231964 to 231977, being No. 13391 for the year 2024 and in the Development Agreement executed by Owner No. 3 dated 4<sup>th</sup> October, 2024, registered before the office of the Addl, Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 293551 to 293576, being No. 12162 for the year 2024 and subsequently the Owner No. 3 herein had executed a Power of Attorney in favour of the Promoter/Developer conferred certain power mentioned in the said Power of Attorney dated 4<sup>th</sup> October, 2024, registered before the office of the Addl, Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 294764 to 294780, being No. 12283 for the year 2024.

4. The Said Premises is earmarked for the purpose of building a residential project comprising multistoried apartment and the Said Project shall be known as “.....”.
5. The Owners and the Promoter/Developer are fully competent to enter into this Agreement pursuant to the terms and conditions of the Development Agreement.
6. The Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals and also for the apartment, plot or building for the Project namely

“.....” from the Competent Authority i.e. English Bazar Municipality.

7. The Said Premises is earmarked for the purpose of building a residential apartment buildings and car parking spaces and the said project shall be known as “.....”. (**Said Apartment**). The development of the Said Apartment inter alia consisting of Several Flats and several car parking spaces, which shall be developed by the Promoter at its sole discretion, and proposed as a “real estate project” by the Promoter relying upon the Plan sanctioned vide Permit No. ..... **dated** ..... approved by the ....., English Bazar Municipality.
8. The Allottees has been made aware and have unconditionally agreed that the Allottees of apartments in other phases of the entire Project shall also have complete and unhindered access to all Common areas and hereunder written as also to all amenities and facilities of the Project which are meant or allowed by the Promoter/Developer for use and enjoyment by such other co-owners and / or third parties, as the case may be.
9. 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.
10. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the Allottees hereby agrees to purchase the said apartment, as specified manner.
11. The Allottees had applied for an apartment in the Project and has been allotted Apartment No. ...., having Carpet Area of

..... (In words) Square Feet [Super Built-up Area of ..... (In words) Square Feet], ..... type, on the ..... Floor in “.....” along with 01 (One) Car Parking Space for parking of One medium size car vide Parking No. ..... (.....) at the ..... Level of the “.....” as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “**Said Apartment**” more particularly described in **Schedule B** and the floor plan of the Said Apartment is annexed hereto and marked as **Schedule B-1**);

12. The Parties have through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
13. 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.
14. 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;
15. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottees hereby agrees to purchase the Said Apartment] and the Car Parking space (if applicable) as specified in Para 11.

**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/Developer agrees to sell to the Allottees and the Allottees hereby agrees to purchase the Apartment as specified in Para 11 above.

**1.2** The Total Price for the Said Apartment based on the carpet area is  
**Rs.** ...../- **(Rupees**  
.....)[Total Price]

**1.3** Car parking space to be sold to the flat purchaser in lieu of separate payment for same.

**1.4** A Single parking space for two-wheeler to be provided to each allottee free of cost.

**Details are tabulated below-**

**For Flat**

<b>Apartment No.</b>	
<b>Type</b>	
<b>Floor</b>	

**For Car Parking Space**

<b>Garage/Parking Space (Mechanical)</b>
<b>Rate of Apartment per Square Feet</b>

\*The amounts include the cost of apartment, proportionate cost of common areas, preferential location charge etc., if/as applicable.

\* ..... % GST would be applicable at the total price.

**Explanation:**

- (i)** The Total Price above includes the Booking Amount paid by the Allottees to the Promoter/Developer towards the Said Apartment and one two wheeler Parking Space.
- (ii)** The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of Cess or any other similar taxes which may be levied, apart from GST which shall be extra, in connection with the construction of the Project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottees and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees to the Promoter/Developer shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes 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 Allottees;
- (iii)** The Promoter/Developer shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv)** The Total Price of the Said 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, electrical connectivity to the

Said Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc.

- 1.5 The Total Price is escalation-free, save and except increases which the Allottees 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/Developer undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottees, 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 Allottees.
- 1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'C'** ("Payment Plan").
- 1.7 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act:
- 1.8 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottees 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/Developer. If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottees, the Promoter/Developer may demand that from the Allottees as per the next milestone of the Payment Plan as provided in **Schedule 'D'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.9 Subject to para 9.3 the Promoter/Developer agrees and acknowledges, the Allottees shall have the right to the [Apartment] as mentioned below:

(i) The Allottees shall have exclusive Ownership of the [Apartment];

(ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority 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, (apart from GST which shall be extra), cost of providing electric wiring, electrical

connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/plot] and the Project.

(iv) The Allottees has the right to visit the project site to assess the extent of development of the project and the Apartment, as the case may be.

1.10 It is made clear by the Promoter/Developer and the Allottees agrees that the Apartment along with two wheeler Parking Space (For car parking space to be purchased separately) shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Complex is an independent, self-contained Project covering the Said Premises 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 Allottees. It is clarified that Said Complex's facilities and amenities shall be available only for use and enjoyment of the Allottees of all phases of Project namely “.....”.

1.11 The Promoter/Developer 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/Developer fails to pay all of 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 Promoter/Developer 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.

1.12 The Allottees has paid a sum of **Rs. ..../- (Rupees ..... Only)** as **Application/Booking Money** being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan [**Schedule 'C'**] as may be demanded by the Promoter/Developer within the timer and in the manner specified therein:

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

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter/Developer is abiding by the construction milestones, the Allottees shall make all payment on written demand by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **S P ENTERPRISE**.

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

**3.1** The Allottees, 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 amendments/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/Developer with such permission, approvals which would enable the Promoter/Developer 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, of the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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.

**3.2** The Promoter/Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottees shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities in any under the applicable laws. The Promoter/Developer shall not be responsible towards any third-party making payment. Remittances on behalf of any Allottees 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/Developer shall be issuing the payment receipts in favour of the Allottees only.

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

The Allottees authorizes the Promoter/Developer to adjust appropriate all payments made by him/her under any head(s) of due against lawful outstanding of the Allottees against the [Apartment], if any, in his/ her name and the Allottees undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

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

The Promoter/Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment] to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be.

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

The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer 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 Promoter/Developer 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 Act 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/Developer shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE SAID APARTMENT:**

**7.1 Schedule for possession of the said Apartment:** The Promoter/Developer agrees and understands that timely delivery of possession of the Apartment to the Allottees and the common areas to the association of allottees or the competent authority. As the case may be, is the essence of the Agreement. The Promoter/Developer 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 **by the end of .....**, with a grace period of further six months (**Completion Date**) 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 Allottees agrees that the Promoter/Developer 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 Allottees 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/Developer shall refund to the Allottees the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer 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/Plot], 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/Plot] 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. 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 Allottees to take Possession of Said Apartment:** Upon receiving a written intimation from the Promoter/Developer as per para 7.2., the Allottees shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and

such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Para 7.2, such Allottees shall continue to be liable to pay maintenance charges as specified in Para 7.2.

**7.4 Possession by the Allottees**—After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter/Developer shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

**7.5 Cancellation by Allottees**— The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottees shall be returned by the Promoter/Developer to the Allottees within 45 days of such cancellation.

**7.6 Compensation** - The Promoter/Developer shall compensate the Allottees 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/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of the Agreement, duly completed by the date

specified in Para 7.1; or (ii) due to discontinuance of his business as a Promoter/Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Developer shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due :

Provided that where if the Allottees does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter/Developer to the Allottees within forty-five days of it becoming due.

## **8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:**

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

- (i) The Owner's title to the Project Land is absolute, clear and marketable and the Promoter/Developer has 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/Developer 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 or Authority 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/Developer 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 Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;

(vii) The Promoter/Developer 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 Allottees under this Agreement;

(viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottees in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter/Developer shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be;

(x) The Said Premises 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 Said Premises;

(xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the association of Allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance,

order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer 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/Developer shall be considered under a condition of Default, in the following events:

- (i) Promoter/Developer fails to provide ready to move in possession of the [Apartment] to the Allottees within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para '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 specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter/Developer's business as a Promoter/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

**9.2** In case of Default by Promoter/Developer under the conditions listed above, Allottees are entitled to the following:

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottees stop making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottees under any head

whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottees do not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the Allottees within forty-five days of it becoming due.

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

(i) In case the Allottees fail to make payments for consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter/Developer 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 consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottees and refund the money paid to him by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Promoter/Developer shall intimate the Allottees about such termination at least thirty days prior to such termination.

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

The Promoter/Developer, on receipt of Total Price of the [Apartment] as per para 1.2 under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 months from

the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottees:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottees shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate. However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottees.

#### **11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:**

The Promoter/Developer 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 Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been not included in the Total Price of the Apartment and to be paid by the Allottee. The Charges will be fixed by Allottees and Developer.

#### **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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 3 (three) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer'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 TO ENTER INTO THE APARTMENT FOR REPAIRS:**

The Promoter/Developer /maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, covered

parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency or 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.

#### **14. USAGE:**

**Use of Service Areas:** The service areas, if any, as located within the “.....”, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the service 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.

#### **15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

**15.1** Subject to para 12 above, the Allottees 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.

**15.2** The Allottees further undertake, assure and guarantee that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade 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 Allottees 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 Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment.

**15.3** The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of Allottees and/or maintenance agency appointed association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter/Developer executes this Agreement, he shall not mortgage or create a charge on the [Apartment/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 Allottees who has taken or agreed to take such Apartment.

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter/Developer 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/Developer showing compliance of various laws/regulations as applicable in West Bengal Apartment Ownership Act 1972.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottees for rectifying the default, which is not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees 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 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 /building, as the case may be.

**22. RIGHT TO AMEND:**

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

### **23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES / SUBSEQUENT ALLOTTEES/NOMINATION:**

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. If the Allottees wants to nominate to any third party other than the actual legal heir/s then the Allottees shall pay an amount @ 3% to the Promoter upon consideration amount.

### **24. WAIVER NOT A LIMITATION TO ENFORCE:**

**24.1** The Promoter/Developer, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plant [**Annexure 'C'**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter/Developer in the case of one Allottees shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees.

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

### **25. 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 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.

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

Wherever in this Agreement it is stipulated that the Allottees have 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.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottees.

**29. NOTICE**

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

**Name of Allottees:** .....

**Allottees Address:**

**Promoter/Developer name:** Arja Developers

**Promoter/Developer Address:** South Singatala, P.S. - English Bazaar, P.O. Mokdumpur, Dist - Malda, Pin-732103.

It shall be the duty of the Allottees and the Promoter/Developer 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/Developer or the Allottees, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter/Developer 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.

**31. SAVINGS:**

Any Application letter, allotment letter, agreement, or any other document signed by the Allottees 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 Allottees under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNMENT 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 thereunder including other applicable laws of India for the time being in force.

**33. PURCHASERS/ALLOTTEES AGREES that:**

**33.1 That from date of possession of the Said Apartment the Purchasers/Allottees agree and covenant, as follows:**

- i.** To co-operate with the other co Purchasers/Allottees in the management and maintenance of the said building(s).
- ii.** To observe the rules framed from time to time by the Promoter/Developer/ Maintenance Management Company and become a member of the association of Apartment Owner/Promoter/Developer who shall collectively observe the rules framed from time to time by the Service Company.
- iii.** To use the said Apartment for residential purposes only and for no other purposes whatsoever without the consent in writing of the Promoter/Developer.
- iv.** To allow the Promoter/Developer/ Maintenance Management Company with or without workmen to enter into the said Apartment for the purpose of maintenance and repairs.
- v.** To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Apartment and proportionately for the building(s) and/or common parts/parts and wholly for the said Apartment (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter/Developer/ Maintenance Management Company. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment has been taken or not by the Purchasers/Allottees. The Purchasers/Allottees shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organization.
- vi.** To deposit the amounts reasonably required with Promoter/Developer/ Maintenance Management Company towards the liability for rates and taxes and other outgoings.

- vii.** To pay charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- viii.** Not to subdivide the said Apartment and/or the Parking Space if allotted or any portion thereof.
- ix.** To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the building(s).
- x.** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment or in the compound or any portion of the building(s).
- xi.** Not to store or bring and allow being stored in the said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xii.** Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building(s) or any part thereof.
- xiii.** Not to fix or install air-conditioners in the said Apartment have and except at the places which have been specified in the said Apartment for such installation.
- xiv.** Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xv.** Not to damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- xvi.** Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment

which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).

- xvii.** Not to install grills the design of which have not been approved by the Architect.
- xviii.** Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment or any part of the said building(s) or cause increased premium to be payable in respect thereof if the building(s) is insured.
- xix.** Not to make in the said Apartment any structural addition and/or alterations such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.
- xx.** The Purchasers/Allottees shall not fix or install any antenna on the roof or terrace of the said Building(s) nor shall fix any widow antenna except at the space identified and demarcated by the Promoter/Developer for the purpose.
- xxi.** The Purchaser/s admit/s and accept/s that the Owner/Developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for the Complex and/or extension thereof and /or any remaining and/or new construction and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.
- xxii.** Not to use the said Apartment or permit the same to be used for any purposes whatsoever other than as a residence(s)/ as has been granted and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the Owner/Developer and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Nursing Home, Amusement or Entertainment Centre, Easting or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.

- xxiii.** Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsides.
- xxiv.** To abide by such building(s) rules and regulations as may be made applicable by the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organization.
- xxv.** Not to obstruct in parking vehicle of anybody including other Purchasers/Allottees in the Complex.
- xxvi.** That the Promoter/Developer preserves the rights of extension to construct further floor or extend floor in this project in future.
- xxvii.** Not to park any car or permit any car to be parked in any open area or unsold car parking area.
- xxviii.** To use the said car parking space for parking of cars belonging to the Purchasers/Allottees and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Purchasers/Allottees.

### **33.2 The Allottees agree that:**

- i.** The Purchasers/Allottees shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Seventh schedule hereunder written at such rate as may be decided, determined and apportioned by the from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organization such payments are required to be made without any abatement or demand.
- ii.** The proportionate rate payable by the Purchasers/Allottees for the common expenses shall be decided from time to time and the Purchasers/Allottees shall be liable to pay all such expenses wholly if it relates to the Purchasers/Allottees Apartment only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The Purchasers/Allottees shall not

be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organization in terms of these presents, the employees of the Owner/ Developer s such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment and the Purchasers/Allottees shall not be entitled to raise any objection thereto and hereby consents to the same.

- iii.** To abide by the rules and regulation as may be framed and decided for the use of the community hall and to take the written consent of the Owner/ Developer prior to use of the common amenities and the Owner/ Developer shall have the discretion to grant or refuse such permission on the basis of availability.
- iv.** To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.
- v.** So long as such Apartment in the said Premises shall not be separately mutated and assessed the Purchasers/Allottees shall pay the proportionate share of all rates and taxes.
- vi.** If the Allottees lets out or sell the Said Apartment And the Car Parking Space (if purchas separately), the Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address, telephone number and Police Verification Report as to tenant's/allottees identity. Further, prior to any sale and/or transfer of the Said Apartment And the Said Car Parking Space(if purchas separately), the Allottee/s shall obtain a No Objection Certificate (Maintenance NOC) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any;
- vii.** The Allottees admits and accepts that before the execution and registration of conveyance deed of the Said Apartment, the Allottees will be entitled to nominate, assign and/or transfer the Allottee's right, title,

interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

- (a) The Allottees shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- (b) The Allottees shall obtain prior written permission of the Promoter and the Allottee/s and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
- (c) The Allottees shall pay an additional legal fee of Rs. ..../- (Rupees ..... Only) to the Promoter towards the tripartite Nomination Agreement.

#### **34. 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 under the Arbitration and Conciliation Act, 1996.

#### **35. MISCELLANEOUS**

- 35.1 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the purchaser understands that shall be designed by the Promoter/Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics.
- 35.2 The Promoter/Developer shall provide a common recreation centre for the Allottees of Apartment in “.....”. The detailed terms and conditions of governing use of the common recreation center will be formulated and circulated in due course

before or after the recreation center is made operational. The Allottees shall abide by the said rules and regulations. The Promoter/Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the common recreation center.

- 35.3 In as much as upon completion of “.....” the entire maintenance services for all phases shall be carried out by the common Association of “.....”.
- 35.4 It is understood that the Allottees has / have applied for allotment of Apartment(s)/ Unit(s) with full knowledge of all the law / notifications and rules applicable to the said plot/ Complex/ project area, which have been fully understood by the Allottees. It is further understood that the Allottees has / have fully satisfied himself/herself/itself about the right, and / or interest of **PROMOTER** in the said plot on which construction of the Premise will be /are being constructed.
- 35.5 It is understood that the Allottees has/have applied for allotment of the Apartment(s)/ Unit(s) for residential purposes only and not for any other purpose.
- 35.6 The Purchaser /Allottees shall become member of the Association of Allottees as and when the same is formed and the Association of Allottees shall be in respect of each phase of “.....” and/or some phases of “.....” and/or the entire project of “.....”.
- 35.7 The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottees.
- 35.8 The Allottees shall make timely and regular payments of maintenance and other utility charges.
- 35.9 The name of the Project is and shall be “.....”. The building and of the Projects shall be named in the manner as may be deemed appropriate by the PROMOTER.
- 35.10 The easement right and/or the pathways of the Project and in respect of the building / units constructed and/or to be further constructed

on the Said Land thereon together with the additional lands shall be provided by the Promoter as per its scheme of “.....”. The Allottees agrees to the same and shall not raise any objection in this regard in any manner whatsoever irrespective of the identity of the Promoter/Developer in respect of the future phases of “.....”.

35.11 The Allottees shall from time to time signs all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/ Unit(s) Allottees. In case of Joint Applicant(s) / Allottees, any document signed / accepted / acknowledged by any one of the Allottees shall be binding upon the other Allottees.

35.12 The Allottees and all persons under him shall observe all the Rules and Regulations that be framed by the Promoter / Maintenance Organization from time to time.

35.13 It is further clarified that any nomination/transfer of the Apartment(s)/ Unit(s) by the Allottees shall not be in any manner inconsistent with the covenants herein contained. In case of nomination by the Allottees before execution of the Deed of Conveyance of the said Apartment, the Allottees shall be liable to pay to the Promoter/ Promoter necessary nomination fees.

35.14 After conveyance the Allottees shall apply for at his cost separate assessment of the Apartment(s)/ Unit(s) for taxes and mutation of the name of the Allottees in respect of the Unit in the records of the concerned Authority.

35.15 The Allottees has/have examined and accepted the plans, designs, and specifications of the said Apartment / Unit.

35.16 No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by **PROMOTER** if the Allottees desires (with prior written approval/consent of PROMOTER) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) /

Unit(s) and request the PROMOTER to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s).

35.17 The Allottees must quote the application number as printed on Application form and on allotment, their Apartment(s)/ Unit(s) Number as indicated in the Allotment Letter, in all future correspondences.

**THE SCHEDULE 'A' PART I  
ABOVE REFERRED TO**

**(Said Premises)**

ALL THAT piece and parcel of homestead land measuring 37.878 (thirty eight point eight seven eight) Decimal in total out of which 34.578 (thirty four point five seven eight) Decimal within Dist. Malda, P.S. Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284 (two hundred eight four), 530 (five hundred thirty), 830 (eight hundred thirty), 21 (twenty one), L.R. Khatian No. 2350 (two thousand three hundred fifty one), R.S. Plot No- 1599 (one thousand five hundred ninety nine), 1572 (one thousand five hundred seventy two) & 1571 (one thousand five hundred seventy one ), Corresponding to L.R. Plot No. 1740 (one thousand seven hundred forty) area- 14.80 (fourteen point eight zero) decimal, 1723 area- 18.39 (eighteen point three nine) decimal, & 1722 area- 1.388 (one point three eight eight) decimal, under Ward No. 18 of Old Malda Municipality own and possessed by Uttam Kumar Saha i.e. owner No. 1 and measuring 3.30 (three point three zero) Decimal out of 37.878 decimal within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284(two hundred eight four), L.R. Khatian No. 11909(eleven thousand nine hundred nine), R.S. Plot No-1599 (one thousand five hundred ninety nine), Corresponding to L.R. Plot No. 1740 (one thousand seven hundred forty) area- 3.30 decimal under Ward No. 18 of Old Malda Municipality own and possessed by Sagar Saha i.e. Owner No. 2. which is butted and bounded by:

**ON THE NORTH :** Bulbul Chandi Road (40ft. wide metal road)

**ON THE SOUTH :** Land Owner

**ON THE EAST :** Land Owner & Sidam Das and Ranjan Biswas

**ON THE WEST** : Land owner & Ganesh Saha

**(Details of the Purchase Deeds)**

1. **ALL THAT** piece and parcel of land admeasuring 19.625 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1599 and land measuring 14 Decimal be the same a little more or less lying and situate at Plot No. R.S. 1572 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 12472 for the year 1990.
2. **ALL THAT** piece and parcel of land admeasuring 3.30 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1599 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 5712 for the year 1992.
3. **ALL THAT** piece and parcel of land admeasuring 2.20 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1572 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 146 for the year 1998.
4. **ALL THAT** piece and parcel of land admeasuring 1.65 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1571 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before

District Sub-Registrar, Malda and recorded in Book No. I, being no. 2620 for the year 2006.

5. **ALL THAT** piece and parcel of land admeasuring 8.25 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1599 and land measuring 2.20 Decimal be the same a little more or less lying and situate at Plot No. R.S. 1572 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 4520 for the year 2013.
6. **ALL THAT** piece and parcel of land admeasuring 5 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1572 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 4471 for the year 2012.
7. **ALL THAT** piece and parcel of land admeasuring 0.284 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1571 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 1274 for the year 2009.
8. **ALL THAT** piece and parcel of land admeasuring 3.30 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1599 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 8677 for the year 2013

**THE SCHEDULE 'A' PART II  
ABOVE REFERRED TO**

**(Said Premises)**

ALL THAT piece and parcel of homestead land measuring 2.20 (two point two zero) Decimal within Dist. Malda, P.S. Malda, Mouza-Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284 (two hundred eight four), L.R. Khatian No. 11909(eleven thousand nine hundred nine), R.S. Plot No-1572 (one thousand five hundred seventy two), Corresponding to L.R. Plot No. 1723 (one thousand seven hundred twenty three) area- 2.20 decimal under Ward No. 18 of Old Malda Municipality own and possessed by Sagar Saha i.e. Owner No. 2. which is butted and bounded by:

**ON THE NORTH :** Bulbul Chandi Road (40ft. wide metal road)  
**ON THE SOUTH :** Land Owner  
**ON THE EAST :** Land of Rabinda Ghosh  
**ON THE WEST :** Land of Ganesh Saha

**(Details of the Purchase Deeds)**

1. **ALL THAT** piece and parcel of land admeasuring 2.20 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1572 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 8677 for the year 2013.

**THE SCHEDULE 'A' PART III  
ABOVE REFERRED TO**

**(Said Premises)**

ALL THAT piece and parcel of homestead land measuring  $0.510+5.10=5.52$  (five point five two) Decimal within Dist. Malda, P.S. Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 530 (five hundred thirty), 21 (twenty one) L.R. Khatian No. 12086 (twelve thousand eighty six), R.S. Plot No-1571 (one thousand five hundred seventy one) & 1572 (one thousand five hundred seventy two), Corresponding to L.R. Plot No. 1722 (one thousand seven hundred twenty two) & 1723 (one thousand seven hundred twenty three) under Ward No. 18 of Old Malda Municipality own and possessed by Sagar Saha i.e. Owner No. 2. which is butted and bounded by:

**ON THE NORTH :** Bulbul Chandi Road (40ft. wide metal road)  
**ON THE SOUTH :** Uttam Kumar Saha  
**ON THE EAST :** Sanjoy Das & Sudam Das  
**ON THE WEST :** Uttam Kumar Saha

**(Details of the Purchase Deeds)**

ALL THAT piece and parcel of land admeasuring 5.10 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1572 and 0.510 Decimals (Sataks) be the same a little more or less lying and situate at Plot No. R.S. 1571 within Mouza: Mangalbari Samundai, J.L. No. 105, under English Bazar Municipality, Ward No. 18, P.S: English Bazar, PIN 732101, in the District of Malda which was duly registered before District Sub-Registrar, Malda and recorded in Book No. I, being no. 8343 for the year 2024.

**THE SCHEDULE 'B'  
ABOVE REFERRED TO  
(Said Apartment)**

(a) The Said Apartment, being Residential Apartment No. .... on the .....Floor, having carpet area of ..... (in words) Square Feet [Super Built-up Area of ..... (in words) Square Feet], ...., more or less, in Said constructed on the Project Namely “.....”, lying and situated at the Said Premises morefully described in the **Part-I, II & III** of Schedule **A** above.

(b)The Land Share, being undivided, imitable, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment;

(c)The Car Parking Space No. .... (.....) in being the right to park 01 (One) medium sized car in the Mechanical Car Parking space in the ..... in the Said Complex. **(If Purchaser paid separately)**

(d)The Share In Common Areas, being the undivided, imitable, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

**THE SCHEDULE 'B-1'  
ABOVE REFERRED TO  
(Floor Plan)**

PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE SHEET

**THE SCHEDULE 'C'  
ABOVE REFERRED TO**

The Total Price payable for the Said Apartment Together with Car Parking Space is **Rs. ...../- (Rupees ..... only)**

**PAYMENT PLAN**

<b>SL</b>	<b>Payment Schedule</b>	<b>Amount</b>
1	On Booking	10%
2	After execution & registration of Agreement for Sale	10%
3	On Completion of Ground floor Roof Casting	10%
4	On Completion of First floor Roof Casting	10%
5	On Completion of Second Floor Roof Casting	10%
6	On Completion of Third Floor Roof	10%

	Casting	
7	On Completion of Fourth Floor Roof Casting	10 %
8	On Completion of Fifth Floor Roof Casting along with other dues (if any)	10%
9	On Completion of Sixth Floor Roof Casting along with other dues (if any)	10%
10	Balance Amount to be paid at the time of Registration	10%

In addition to the Total Price, the Allottee/s shall also pay to the Promoter, on delivery of possession, the amounts mentioned in the table below (collectively Utility Charges), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards

**UTILITY CHARGES (mandatory charges):**

- i. Charges for Transformer Rs. ..../- per Apartment +Applicable Taxes
- ii. Generator Connection - Rs ..../- per Apartment +Applicable Taxes.
- iii. Common Maintenance Deposit (for 1 year) -Rs. ..../-per Sq.ft +Applicable Taxes.
- iv. Lawyer Fees - .....% of the Deed Value+ Applicable Taxes.

**THE SCHEDULE 'D'  
ABOVE REFERRED TO  
(SPECIFICATIONS)**

**Apartment Features**

1. **Structure**-Multistoried R.C.C. Frame structure R.C.C. Column, R.C.C. Beam, R.C.C. slab etc with adequate foundation (as per approved drawing and design) which acts as the main frame of the building.

2. **Flooring:** Bedroom / Living / Dining Room – Vitrified Tiles with Skirting
3. **Water Proofing:** Floors of Kitchen & Bathroom
4. **Kitchen:**
  - i. Granite Platform
  - ii. Flooring – Vitrified Tiles (excluding wash room)
  - iii. Stainless Steel Sink
  - iv. Tiles up to 2 ft above the Counter / Platform
  - v. Electric Points for Refrigerator, Water Filter & Microwave.
5. **Toilet:**
  - i. Anti-Skid Ceramic Tiles for Flooring
  - ii. Wall Tiles up to door heights
  - iii. White Sanitary Ware of Reputed Brand
  - iv. CP Fittings & Porcelain fixtures
  - v. Electrical Points for Geyser & Exhaust Fan
  - vi. Plumbing provision for Hot / Cold water line
6. **Balcony:** M.S Railing with Exterior Grade Paint Finished.
7. **Door:**
  - i. Door Frame: Made of Treated hard Wood
  - ii. Main & Internal Door: Flush Door with Wooden Primer, Lock & Handle
8. **Windows:** Standard Powder Coated Aluminium Section / UPVC Window Shutters with glass glazing
9. **Painting:** Inside walls and outside walls will be painted with water proof snowcem/Durocem paint.
10. **Pipe Line for water supply-** Concealed pipe line with P.V.C. best quality pipe.
11. **Sewerage-** P.V.C. Pipe are provided of best quality.
12. **Electrical:**
  - i. Concealed Copper Wiring with Modular Switches
  - ii. AC Points in all Bedrooms
  - iii. Electrical Points in all Bedroom, Living /Dining, Kitchen &Toilets with Protective MCB's
  - iv. Door Bell Point at the main entrance door
  - v. TV points in Master Bedroom & Living / Dining

vi. Provision for Electric Point for Washing Machine

13. **Lightening Protection:** As per compliance

14. **Specification for**

- i. Steel- Fe 415/500 grade (IS Standard)
- ii. Cement – 43/53 grade (as per IS Standard)
- iii. RCC for pile-M-25 along with 10 % extra cement
- iv. RCC for other than piles-M-25 grade.
- v. PCC-m-20 grade
- vi. Super Structure- Brick all- half brick thick(1:4) Cement sand mortar.
- vii. Plaster with (1:4) cement and mortar

**THE SCHEDULE 'E'  
ABOVE REFERRED TO  
(COMMON AMENITIES)**

**BASIC FACILITIES:**

- a) Association Room/Community Hall on top roof of Building (Roof top to be handed over to the society led by occupants of flat for society's use.)
- b) CCTV
- c) Lift
- d) Generator
- e) Common Paths, passages.
- f) Water supply system as be planned by the Promoter/Developer from time to time.
- g) Drainage and sewerage system as be planned by the Promoter/Developer from time to time.
- h) Other areas and installations as be planned by the Promoter/Developer.

**THE SCHEDULE 'F'  
ABOVE REFERRED TO  
(Easements or Quasi Easements for Promoter/Developer and/or MMC)**

(The under mentioned rights easements and quasi easement privileges and appurtenances shall be reserved for the Promoter/Developer and/or the maintenance company of “.....”)

1. The right in common with the purchaser and/or other person or persons entitled to the other part or parts of “.....” as aforesaid for the Promoter/Developer and use of common part or parts of “.....” including its installations staircases, lobbies in covered spaces electrical installations, other passages and internal roads.
2. The name “.....” shall be a permanent feature displayed in the project premises in any form as decided by the Promoter/Developer.
3. The right to passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of “.....” through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of “.....” for all purposes whatsoever.
4. The right of protection for other portion or portions of “.....” by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of “.....”.
5. The right of the Promoter/Developer, Occupier(s) and/or management company for the purpose of ingress and egress to and

from such Part or parts of “.....” the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of “.....”.

6. The right of the Promoter/Developer/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Promoter/Developer and other person or persons shall give to the Purchaser twenty-four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE SCHEDULE 'G'  
ABOVE REFERRED TO  
(Easements or Quasi Easements for Purchasers/Allottees)**

1. The Purchasers/Allottees shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Promoter/Developer the rights easements, quasi-easements privileges and appurtenances hereinbefore more particularly set forth in the F SCHEDULE hereto.
2. The right of access and passage in common with the Promoter/Developer or the co-Owner/Promoter/Developer and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in “.....” and /or its phases and the Said Premises.

3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of “.....” so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wirers and conduits lying or being in under through or over “.....” and the Said Premises so far as may be reasonably necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchasers/Allottees to enter from time to time upon the other parts of “.....” the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Promoter/Developer and occupiers of the other units and portion of “.....”.

**THE SCHEDULE 'H'**

No Objection Certificate of Allottee (Flat owner)

**THE SCHEDULE 'I'  
ABOVE REFERRED TO  
(COMMON EXPENSES/CHARGES)**

1. Establishment and all other capital and operational expenses of the Holding Company.

- 2.** All charges and deposits for supply, operation and maintenance of common utilities.
- 3.** All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
- 4.** All charges for the electricity consumed for the operation of the common machinery and equipment.
- 5.** All expenses for insuring the Complex, *inter alia*, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
- 6.** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Complex Common Portions at the Complex level.
- 7.** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating Complex Common Portions at the Complex level, including the exterior or interior (but not inside any APARTMENT AND/OR UNIT) walls of the Complex.
- 8.** All expenses for running and operating all machinery, equipment and installations comprised in Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of Complex Common Portion at the Complex level.
- 9.** Property Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Complex at Complex level save those separately assessed on the Purchasers/Allottees.

The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of witness, signing as such on the day first above written.

**SIGNED, SEALED AND DELIVERED**  
by the OWNERS in the presence of:

**SIGNED, SEALED AND DELIVERED**  
by the Promoter/Developer in the presence of:

**Witnesses**

1. Signature \_\_\_\_\_  
Name- \_\_\_\_\_  
Father's Name- \_\_\_\_\_  
Address- \_\_\_\_\_
- 2 Signature \_\_\_\_\_  
Name- \_\_\_\_\_  
Father's Name- \_\_\_\_\_  
Address- \_\_\_\_\_

For, S P Enterprise  
*Somitree Chowdhury*  
Partner

For, S P Enterprise  
*Pradip Kumar Saha*  
Partner  
[Signature of Promoter/Developer]

**SIGNED, SEALED AND DELIVERED**  
by the Purchaser/Allottees in the presence of:

**Witnesses**

1. Signature \_\_\_\_\_  
Name- \_\_\_\_\_  
Father's Name- \_\_\_\_\_  
Address- \_\_\_\_\_
- 2 Signature \_\_\_\_\_  
Name- \_\_\_\_\_  
Father's Name- \_\_\_\_\_  
Address- \_\_\_\_\_

\_\_\_\_\_  
[Signature of Allottee]

Drafted By

**MEMO OF CONSIDERATION**

Received from the within named Allottees the within mentioned sum of Rs. ..../- **(Rupees ..... Only)** only towards part payment of the consideration for sale of the Said Apartment described in the Schedule above, in the following manner:

DATE	BANK	CHEQUE NO.	AMOUNT
<b>TOTAL</b>			

## **Witnesses**

1. Signature \_\_\_\_\_  
Name- \_\_\_\_\_  
Father's Name- \_\_\_\_\_  
Address- \_\_\_\_\_

For, S F Enterprise  
Gourmitra Choudhury

## Partner

For, S P Enterprise  
Pradip Kumar Saha

## Partner

2 Signature \_\_\_\_\_  
Name- \_\_\_\_\_  
Father's Name- \_\_\_\_\_  
Address- \_\_\_\_\_

**[Signature of Promoter/Developer]**