

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is executed at Kolkata on this \_\_\_\_\_ Day of \_\_\_\_\_, 2025 at Kolkata

**BETWEEN**

**SRI SANDIP KUMAR MITRA** (PAN-AFUPM7351K, Aadhar-\_\_\_\_\_ 9843, Mob.9433439462), Son of Late Upendra Nath Mitra, by faith-Hindu, by Nationality Indian, by occupation - Retired Person, residing at 29/4A, Haray Kristo Sett Lane, Post Office and Police Station - Sinthee, Kolkata 700050, West Bengal, hereinafter called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **FIRST PART**. The Land Owner being represented by M/s. Reliance Construction Company (PAN proprietorship firm, represented by its present proprietor, Shri Sibasis Das (PAN ADRPD8180E, Aadhar 7549 6559 7354, Mob.9433010910), son of Sanjib Chandra Das, by faith Hindu, by occupation Business, residing at 28/1G, Hare Kristo Sett Lane, Post Office Sinthee, Police Station Sinthee, Kolkata 700050.

**AND**

M/s. **RELIANCE CONSTRUCTION COMPANY** (PAN ADRPD8180E), a proprietorship firm, represented by its proprietor Shri SIBASIS DAS, (PAN ADRPD8180E, Aadhaar 7549 6559 7354, Mob.9433010910), son of Sanjib Chandra Das, by faith Hindu, by occupation Business, residing at 28/1G, Hare Kristo Sett Lane, Post Office Sinthee, Police Station Sinthee, Kolkata 700050, hereinafter referred to and called as "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to include its successors and/or in office, administrators and assigns) of the party of the of the **SECOND PART**.

**AND**

**(i) MR.** \_\_\_\_\_ (PAN No. - \_\_\_\_\_, Aadhaar No. - \_\_\_\_\_), son of Shri \_\_\_\_\_, by occupation \_\_\_\_\_, by faith Hindu, by Nationality Indian, residing at Premises No \_\_\_\_\_, Police Station-\_\_\_\_\_ Post Office \_\_\_\_\_, PIN - \_\_\_\_\_, Kolkata 700\_\_\_\_\_, hereinafter referred to and called as the **ALLOTTEE/PURCHASER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their/her/his successors, heirs, heiresses, executors, administrators, legal representatives and permitted assignees) of the **THIRD PART**.

**SECTION-I**

**WHEREAS:**

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) "**Act**" means the Real Estate (Regulation and Development) Act, 2016.
- 2) "**Allottee/Buyer**" means the person to whom an Apartment in the Said Project particularly or in the Project generally, as the case may be, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Developer, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent and also includes the Allottee herein.
- 3) "**Building**" shall mean the One Ground Plus Four (G+3) building on the Project Land, out of which the Developer has already the building comprising of ground plus three floors on Project Land and shall also include such shop, open or covered areas, constructions and/or structures therein, as may be constructed by the Developer on the Project Land from time to time.

- 4) **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein. Provided That if any wall, column or pillar be common between two apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such apartment.
- 5) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 6) **“Common Expenses and Charges”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Project Common Areas and Project Common Amenities and Facilities and also the Project Land, and also the expenses for Common Purposes of the allottees of the Project and shall be payable proportionately by the Allottee periodically as part of maintenance charge.
- 7) **“Project Common Areas”** shall mean such common areas and installations including but not limited to all passages, pathways, entrances, main entrances, gates, gardens & parks (if any), sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Developer on the Project Land from time to time for the use and enjoyment thereof by all the allottees of the Said Project in common with the other allottees of the Said Project more particularly mentioned in the **SCHEDULE-D** hereto.
- 8) **“Project”** shall mean the work of construction and development of a building of ground plus four floors (G+3) each undertaken and completed by the Owner and the Developer jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed apartments therein are made over to each of the respective allottee.
- 9) **“Project Land”** shall mean **ALL THAT** 10 (Ten) Cottahs 6 (Six) Chittacks more or less lying and situated under Mouza Gupta Brindaban, Dihi-Panchannagram, Division -I, Sub-Division-15, Holding No.121, now known as Premises No.29/4A, Harey Kristo Sett Lane, Police Station Cossipore now Sinthee, Kolkata 700050, within Ward No.002, Borough No.1 of, Assessee No.110020800630,, more particularly mentioned and described in **PART - I** of the **SCHEDULE -A** hereunder written.

- 10) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project, may bear to the total Carpet Area of each of the Apartment in the Project.
- 11) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and imparible share in the Project Land and the Project Common Areas in the Project, that is attributable to such apartment at any point of time.
- 12) **“Regulations”** means the regulations made by the The West Bengal Real Estate Regulatory Authority (WBRERA) under the Real Estate (Regulation and Development) Act, 2016.
- 13) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 14) **“Sanctioned Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation (K.M.C.) vide B.P.No. - 2025010034 dated 03.07.2025, for construction of the Building on the Project Land, and shall deem to mean and include any modifications and/or amendments thereto, including but not limited to extensions thereof and shall also include any other plan or plans sanctioned by any other department or departments authorized to do so.
- 15) The term or expression '**Party**' according to the context refers to the Developer, Land Owner or the Allottee and the term or expression '**Parties**' refers to the Developer, the Land Owner and the Allottee collectively. Reference to a **gender** includes a reference to all other genders.

## **SECTION-II**

### **WHEREAS:**

A. The Land Owner hereto is the owner of the Project Land measuring 10 (Ten) Cottahs 6 (Six) Chittacks (Bastu land) more or less lying and situated under Mouza Gupta Brindaban, Dihi- Panchannagram, Division -I, Sub-Division-15, Holding No.121, now known as Premises No.29/4A, Harey Kristo Sett Lane, Police Station Cossipore now Sinthee, Kolkata 700050, within Ward No.002, Borough No.1 of, Assessee No.110020800630 (morefully described in **Part-I** of the **Schedule “A”** hereunder written and shown in the plan annexed hereto, being Annexure “A”, duly bordered thereon in '**RED**'). Facts about devolution of title of the Land Owner to the Project Land is described in the **Part-II** of the **Schedule “A”** hereunder written.

B. The Land Owner being desirous of developing the said Project Land by constructing a G+3 storied building consisting of several flats and/or apartments in accordance with the

Building Plan sanctioned from the Kolkata Municipal Corporation, had earlier approached a Developer namely, M/S. Reliance Construction Company, a proprietorship firm, the Developer herein, represented by its present proprietor, Shri Sibasis Das, son of Sanjib Chandra Das, residing at 28/1G, Hare Kristo Sett Lane, Post Office Sinthee, Police Station Sinthee, Kolkata 700050, for development.

The Developer M/S. Reliance Construction Company being interested to develop the aforesaid property having experience in the field of building construction and development work has agreed to the said proposal of the Land Owner to develop and construct a building consisting of several flats and/or apartments and/or spaces in the said property at his own cost and expenses.

For the purposes of developing the Project Land, the Land Owner and the Developer have entered into a Development Agreements cum Development Power of Attorney dated 4<sup>th</sup> October'2024, registered in the Office of the A.D.S.R. Cossipore Dum Dum, in Book No. 1, Volume No. 1506-2024, Pages 308187 to 308230, being Deed No. 150610777 for the year 2024, (Said "**Development Agreements cum Development Power of Attorney**")

C. The Project Land is earmarked for the purpose of building a residential cum commercial project, comprising G+III multistoried building and the said project shall be known as "**Neelakshi**".

D. In terms of the Development Agreement cum Development Power of Attorney mentioned in Clause B, the Land Owner and the Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owner to portion of the land contained in the Project Land on which Project is under construction Shall be completed.

E. The Developer has obtained the Sanctioned Building Plan for the Project from Kolkata Municipal Corporation (K.M.C.) vide B.P.No. - 2025010034 dated 03.07.2025,. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project. The Developer has started the construction from 18.07.2025.

G. The Developer has registered the Project Land of the Project under the provisions of The Real Estate (Regulation And Development) Act, 2016 vide Registration No. WBRERA/P/KOL/2025/\_\_\_\_\_.

H. The Allottee had approached for an Apartment in the Project vide and has been allotted an Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, ( \_\_\_\_\_ side) having super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and equivalent to a carpet area of \_\_\_\_\_ (\_\_\_\_\_) Square feet more or less and built up area \_\_\_\_\_(\_\_\_\_\_) square feet

being more particularly described in Schedule "B" below and the layout of the Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure "B" ("**Said Apartment**") in the G + III building "**Neelakshi**" out of Developer's Allocation, as permissible under the applicable law and **together with** right to use of pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in Schedule "E" below ("**Common Areas**") and as defined under clause (n) of Section 2 of the Act; and also together with undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (Land Share). The said Apartment, the said Parking Space (if any), and Share In Common Areas, and Land Share collectively described in Schedule "B" below (collectively "**Said Apartment And Appurtenances**").

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

J. On demand from the Allottee, the Land Owner and the Developer have given the copies of all relevant documents for inspection to the Allottee of all the documents of title relating to the Project Land, the Development Agreement Cum Power of Attorney and the Building Plan, designs and specifications prepared by the Architect and of such other documents as are specified under the Act. The Allottee, shall satisfy themselves by causing a proper title search of the Project Land and be ensured of the Project Land having good marketable title and is free from all encumbrances and attachments and other claims and is not affected by any notice or schemes or acquisitions or requisitions.

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

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment And Appurtenances as specified in paragraph I;

### **SECTION-III**

**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 Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment And Appurtenances as specified in paragraph H above;

1.2 The Price of the Apartment (excluding Goods & Service Tax) based on the carpet area is **Rs. \_\_\_\_\_/-** (Rupees: \_\_\_\_\_) and the Goods and Service Taxes is **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_) aggregating to **Rs. \_\_\_\_\_/-** (Rupees thirty nine thousand sixteen thousand two hundred seventy nine) ("Total Consideration"). The details of the Total Price of the Said Apartment And Appurtenances are as follows:

1.2.1 The Total Consideration for the said Apartment based on carpet area and the said Parking Space (if any) is as follows:

Said Apartment No. _____, _____ Floor, Project - " _____ "	
Cost of Apartment	<b>Rs. _____/-</b>
Goods and Service Tax (GST)	
Common Meter Cost	<b>Rs. _____/-</b>
<b>Total Consideration</b>	<b>Rs. _____/-</b>

1.2.2 **Extras:** The Total Extras payable by the Allottee to the Developer for common meter amounting to **Rs. \_\_\_\_\_/-** (\_\_\_\_\_ thousand) (hereinafter referred to as "Extras") and the same shall be payable within the period stipulated hereunder

1.2.3 **Total Tax:** The Goods and Services Tax (**GST**) or other similar taxes on the Total Consideration for the Said Apartment And Appurtenances, the Extras shall be as per the applicable rates from time to time (presently the same being 5% on the Total Consideration for the Said Apartment And Appurtenances and 18% on the Extras mentioned above) and the Allottee(s) undertakes and confirms to pay the same to the Developer with each installment/payment and shall not raise any objection thereto. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change / modification;

The Developer shall periodically intimate the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Developer 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;

**The Stamp Duty and Registration fees:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.

**1.2.4 Legal Documentation Charges:** The Allottee shall pay to the Advocate of the Project or its nominee, \_\_\_\_\_ of Total Consideration or the government assessed Market Value (whichever is higher) towards legal documentation charges for the Said Apartment And Appurtenances, of which 50% shall be payable on execution of this agreement and the balance 50% on execution of the Sale Deed. In addition thereto, the Allottee shall also pay further Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as miscellaneous expenses for each registration.

**TDS:** If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Developer, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Developer within 15 (fifteen) days of such deduction.

1.3. The Total Consideration 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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 shall make the payment of the Total Consideration for the Said Apartment And Appurtenances mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in **Schedule “C”** hereunder written.

1.5. The Allottee shall make payment of the Extras mentioned in clause 1.2.2 above plus the applicable taxes mentioned in clause 1.2.3 above, unless otherwise mentioned herein, within 15 days of a demand made by the Developer under and in terms of this agreement.

1.6. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Developer.

1.7. It is agreed that the 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 therein in respect of the **Schedule “D”**, as the case may be, without the previous written consent of the Allottee.

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Developer shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition alterations.

The Allottee further agrees to allow and hereby gives his/her consent to the Developer for modifications of plan for escalation of floor/s as to be permitted by the competent authority and to incorporate any Future Development, additions/alterations and/or the constructions to be made thereon and sharing of common amenities, facilities, services. Developer may at its sole discretion also create few more facilities in the future for betterment of the Project which will also be shared by all the Allottees.

1.8. The Developer 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer 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 Developer 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.

1.9. Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Said Apartment And Appurtenances as mentioned below:

- (i) The Allottee shall have exclusive Ownerhip of the Said Apartment And Appurtenances;
- (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 Developer 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 Said Apartment And Appurtenances includes recovery of price of land, construction of 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.

1.10. It is made clear by the Developer and the Allottee agrees that the said Apartment along with the said parking space (if any) 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 Project 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.

1.11. The Developer agrees to pay all outgoings before transferring the physical possession of the Said Apartment And Appurtenances 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 Developer 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 Said Apartment And Appurtenances to the Allottees, the 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 therefor by such authority or person.

1.12. The Allottee has paid a sum of **Rs** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Consideration plus applicable taxes of the Said Apartment And Appurtenances at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

1.13. The transaction contemplated herein is a single transaction of sale and purchase of the Said Apartment And Appurtenances and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Developer or Land Owner being liable to make payment of any Sales Tax, GST or any other statutory tax or duty or levy

in respect of this Memorandum or the transfer of the Said Apartment And Appurtenances contemplated hereby, the Allottee shall be liable and agrees to make payment of the same at or before taking possession of the Said Apartment And Appurtenances.

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

Subject to the terms of the Agreement and the Developer abiding by construction milestones, the Allottee shall make all payments within 30 days of receiving written demand from the Developer upon the Developer reaching each milestone stipulated in the Payment Plan through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of such bank account as stipulated in the demand letter and the same be payable at Kolkata;

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder 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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this 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 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 Developer accepts no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Developer fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the Said Apartment And Appurtenances applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Developer to adjust and appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee for the Said Apartment And Appurtenances, if any, in his name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any other manner.

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

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Said Apartment And Appurtenances 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 Developer as provided in Schedule "C" ("Payment Plan").

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

The Allottee has seen the specifications of the said Apartment and accepted the Payment Plan, floor plans, Annexures [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plan, floor plan and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by the plans approved and as may be approved as per the provisions contained herein by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the rules of the concerned authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act and breach of this term by the Developer shall constitute a material breach of the Agreement.

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

**7.1 Schedule for possession of the Said Apartment:** The Developer agrees and understands that timely delivery of possession of the Said Apartment And Appurtenances to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Developer assures to hand over possession of the said Apartment along with the said parking space if any and ready and complete common areas with all specifications, amenities and facilities of the Project in place within \_\_\_\_\_, 2026, with a grace period of 6 (six) months, unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the Project (**Force Majeure**).

However, if the Said Apartment And Appurtenances is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or

raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan and if the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Said Apartment And Appurtenances 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 Developer to implement the Project due to Force Majeure conditions then this agreement shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the Allottee (less any tax received from the Allottee) within 45 days from that date. The Developer shall intimate the Allottee about such termination at least fifteen (15) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

**7.2 Procedure for taking possession:** The Developer, upon obtaining the occupancy certificate from the competent authority, shall offer in writing the possession of the Said Apartment And Appurtenances to the Allottee in terms of this Agreement to be taken within 3(three) months of the Developer issuing the Notice for Possession upon making payment of the Total Price which including the Extras and the Applicable Taxes for the Said Apartment And Appurtenances and in the absence of local law, the execution of conveyance deed in favour of the Allottee shall be carried out by the Owner and the Developer within 3(three) months from the date of issue of completion certificate subject to the Allottee having made the aforesaid payment to the Developer and further paying the applicable stamp duty, registration charges, legal charges, miscellaenous expenses and incidentals to the Developer. The Developer and the Owner agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer and the Owner. The Allottee, as from the date of taking possession or execution of the conveyance deed, agrees to pay from such date the maintenance charges and property taxes and other outgoings as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 3(three) months ths of receiving the occupancy certificate of the Project provided all the above mentioned charges are paid by the allottee and the conveyance deed been registered in favour of the allottee .

**7.3 Failure of Allottee to take Possession of Said Apartment And Appurtenances:**

Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Said Apartment And Appurtenances from the Developer by/after making payment of the balance amount of Total Price including the Extras, and by executing conveyance deed and other necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Said Apartment And Appurtenances to the Allottee.

In case the Allottee fails to take possession within the time period of 3(three) months of Notice for Possession as provided in clause 7.2 above, the last day of such notice period shall be treated as the deemed date of possession and such Allottee shall, in addition to making payment of interest to the Developer on the unpaid amount at the Applicable Interest Rates prescribed in the Rules, be liable to pay maintenance charges and all property taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Said Apartment And Appurtenances with effect from the expiry of notice period of 3(three) months.

The Allottee shall further be liable to pay guarding charges @ Rs. 5,000/- (Rupees five thousand Only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the deemed date of possession as stipulated in the notice of possession till the date on which the physical possession of the Said Apartment And Appurtenances is taken by the Allottee.

**7.4 Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Said Apartment And Appurtenances, it shall be the responsibility of the Developer and the Land Owner to hand over the necessary documents and plans, including the 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 the Allottee:**

7.5.1 The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment and the interest liabilities. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation and this Agreement shall thereupon stand terminated.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Developer and/or the Said Apartment And Appurtenances and the

Developer shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper

**7.6 Compensation** – The Developer/Land Owner 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Said Apartment And Appurtenances (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 Developer 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 Said Apartment And Appurtenances, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer 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 Said Apartment And Appurtenances.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :**

8.1 The Developer and Owner hereby respectively represents and warrants to the Allottee as follows:

(i) The Land Owner has absolute, clear and marketable title with respect to the Project Land. The Developer has requisite rights to carry out development upon the Project Land and has physical possession of the land for the Project.

(ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project Land.

(iii) There are no encumbrances upon the Project Land.

(iv) There are no litigations pending before any Court of law with respect to the Project Land.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land and Said Apartment And Appurtenances are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, Apartments and Common Areas.

(vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, and interest of the Allottee created herein, may prejudicially be affected.

(vii) The Land Owner/Developer have 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 Project Land. including the Project and the Said Apartment And Appurtenances which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Land Owner/Developer confirms that it is not restricted in any manner whatsoever from selling the Said Apartment And Appurtenances to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of or before the execution of the conveyance deed, the Developer shall hand over lawful, vacant, peaceful, physical possession of the Said Apartment And Appurtenances to the Allottee and the Common Areas to the Association.

(x) The Said Apartment And Appurtenances 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 Project Land.

(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities.

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land has been received by or served upon the Land Owner/Developer in respect of the Project Land and/or the Project;

(xiii) The Project Land is not waqf property.

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

9.1 Except for occurrence of a Force Majeure event, the Developer shall be considered under a condition of default ("Default"), in the following events:

(i) Developer fails to provide ready to move in possession of the Said Apartment and Appurtenances to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time hereunder or to be disclosed at the time of registration of the Project with the Authority, whichever be earlier. For the purpose of this clause 'ready to move in possession' shall mean that the said Apartment shall be in a

habitable condition which is complete in all respects and for which occupation certificate has been issued by the competent authority;

(ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

(i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the said Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Developer interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment And Appurtenances.

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 any of the payments within the due dates as per the Payment Plan mentioned in the Schedule "C" hereto or fails to make payment of the Extras in terms hereof despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the Applicable Interest Rates 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 Developer in this regard, the Developer shall cancel the allotment of the Said Apartment And Appurtenances in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

(iii) In the event of such cancellation of the Said Apartment And Appurtenances, the Allottee shall have no right upon the Said Apartment And Appurtenances and the

Developer shall have the right to deal with the Said Apartment And Appurtenances as the Developer may deem fit and proper.

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

The Owner and the Developer, on receipt of complete amount of Total Price of the Said Apartment And Appurtenances under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Said Apartment And Appurtenances to the Allottee with right to use and enjoy the Shared Common Areas and convey the title of the indivisible share in the Common Areas to the Association within 3 (three) months from the date of issuance of occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee hereby authorizes the Land Owner and the Developer to withhold execution and registration of the deed of conveyance in his favour till payment of stamp duty, registration charges and allied and incidental expenses to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

## **11. MAINTENANCE OF THE PROJECT:**

The Developer agrees that on receiving occupancy certificate of the Project and within such timeframe as prescribed in the Act, the Developer shall take necessary steps for formation of an association of apartment Owner of the Project ("Association").

Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stand transferred by the Developer and/or its nominee to the Association. All references to the Developer herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

The 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 the allottees. The Allottee shall pay to the Developer the cost of such maintenance from the date of execution of this deed or if the allottee fails to take possession, he shall be liable to pay maintenance charges in respect of the Said Apartment And Appurtenances from the deemed date of possession.

Within 3 (three) months of the date of formation of the Association the Developer shall transfer the Common Areas to such Association and the Developer shall handover the responsibility of maintenance of the Common Areas to the Association and the Association shall take over the control, management and administration of Common

Areas. The Deposits, Sinking Fund/ Maintenance Deposit etc. if any paid/deposited by the allottees of the Project (including the Allottee herein) to the Developer as envisaged in the Said Sale Agreement, shall also be transferred by the Developer to the said Association after adjustment of all dues of the allottees of the Project (if any).

In case the formation and operationalization of the Association is delayed for no fault on the part of the Developer, the Developer shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the Allottees shall be liable to pay to the Developer the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Said Apartment And Appurtenances.

#### **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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession or from date of the occupancy certificate, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of 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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Said Apartment And Appurtenances on the specific understanding that his right to the use of Common Areas and Shared 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 obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, covered 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 their said 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 OF SERVICE AREAS:**

The service areas, if any, as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, space for DG set, underground water tanks, pump room, maintenance and service rooms, firefighting (if any), pumps and equipments, 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:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said 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 said Apartment, or the staircases, lifts, lift lobby, 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 said Apartment and keep the said 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.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

Further the Allottee shall not store any hazardous or combustible goods in the said 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 said Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees.

The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the sale of the Said Apartment And Appurtenances with the full knowledge of all laws, rules, regulations, notifications applicable to this project in general and this project in particular. The Allottee hereby undertakes that he shall comply with and carry out, from time to time after he 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 Said Apartment And Appurtenances at his own cost.

#### **18. ADDITIONAL CONSTRUCTIONS:**

The 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 has been approved by the competent authority(ies) except for as provided in the Act for such Additional Construction.

#### **19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Land Owner and the Developer execute this Agreement, it shall not mortgage or create a charge on the Said Apartment And Appurtenances 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 agreed to take such Said Apartment And Appurtenances.

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

The 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 Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

#### **21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Land Owner, the Developer or the Allottee until, firstly, the Allottee signs and delivers to the Developer this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, legal charges and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt of this agreement by the Allottee and secondly, appears for registration of the same before the concerned registration office as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registration office for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall

be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

Provided that all amounts collected as GST, taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such GST, taxes, charges, levies, cess, assessments and impositions.

## **22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment And Appurtenances.

## **23. RIGHT TO AMEND:**

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

## **24. NOMINATION BY ALLOTTEE:**

The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of Rs.100/- per Sq.Ft. on Final Carpet Area as nomination charge to the Developer **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 Allottee shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.

**(b)** The Allottee shall obtain prior written permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Land Owner and the Developer.

**(c)** The Allottee shall pay an additional legal fee of Rs.7,000/- (Rupees seven thousand) to the Developer's legal advisors towards the tripartite Nomination Agreement.

**(d)** Subject to the approval and acceptance of the Developer and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's

right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

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

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

**26. WAIVER NOT A LIMITATION TO ENFORCE:**

26.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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 Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.

26.2 Failure on the part of the Parties to enforce at 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.

**27. SEVERABILITY:**

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

**28. METHOD OF CALCULATION OF “PRORATA” or PROPORTIONATE SHARE” WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s) in the Project or wherever in this agreement the words “proportionate” or “proportionate share” or “proportionately” or “pro-rata” are used, the same shall be the proportion which the Final Carpet Area of the said Apartment bears to the final carpet area of all the other Apartments including those of its appurtenances as aforesaid in the Project.

## **29. FURTHER ASSURANCES:**

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

## **30. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Land Owner and the Developer through their respective authorized signatories at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Kolkata. After the Agreement is duly executed by the Allottee, the Land Owner and the Developer or simultaneously with the execution, the said Agreement shall be registered at the registration office having jurisdiction to register the same. Hence this Agreement shall be deemed to have been executed at Kolkata.

## **31. NOTICES:**

That all notices to be served on the Allottee, the Land Owner and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer or the Land Owner by Speed Post or Registered Post at their respective addresses specified above.

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

## **32. JOINT ALLOTTEES:**

That in case there are Joint Allottees, all communications shall be sent by the Developer and/or the Land Owner to the Allottee whose name appears first and at the address given by him which for all intents and purposes shall be considered to have been properly served on all the Allottees.

## **33. 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 thereunder including other applicable laws of India for the time being in force.

### **34. DISPUTE RESOLUTION:**

All or any disputes arising out of 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 Arbitration and Conciliation Act, 1996.

### **SCHEDULE "A"**

#### **(PART - I)**

#### **(PROJECT LAND)**

ALL THAT piece and parcel of bastu land measuring 10 (Ten) Cottahs 6 (Six) Chittacks more or less lying and situated under Mouza Gupta Brindaban, Dihi- Panchannagram, Division -I, Sub-Division-15, Holding No.121, now known as Premises No.29/4A, Harey Kristo Sett Lane, Police Station- Sinthee (eastwhile Cossipore), Kolkata 700050, within Ward No.002, Borough No.1 of, Assessee No.110020800630and shown in the plan annexed hereto, being Annexure "A", duly bordered thereon in 'RED':

The Premises is butted and bounded as follows:-

ON THE NORTH	:	10 Feet wide Common Passage
ON THE SOUTH	:	Prentises No.29/3H, Harey Kristo Sett Lane,
ON THE EAST	:	12ft wide Harey Kristo Sett Lane
ON THE WEST	:	10 Feet wide Common Passage

### **(PART - II)**

#### **(DEVOLUTION OF TITLE OF PROJECT LAND)**

One Mutty Lal Mukherjee was the sole and absolute owner by way of a Indenture bearing date the 15th day of March 1909, of the all that piece or parcel of garden land or ground situate lying at Sinthi and measuring by estimation 15 Bighas and 17 Cottahs more or less together with the upper normal brick built messuage tenement or dwelling house and all other house or houses out-houses stables Coach houses godown buildings, who was a Hindu governed by the Bengal School of Hindu Law died intestate in or about March 1918 leaving him surviving his Seven sons Debendra Nath Mukherjee, Narendra Nath Mukherjee, Satyendra Nath Mukherjee, Dwijendra Nath Mukherjee, Sudhindra Nath Mukherjee, Nripendra Nath Mukherjee, Binoyendra Nath Mukherjee and Smt. Nihar Mohini Deb as his sole widow as his heirs and legal representatives under the said Bengal School of Hindu Law.

In the year 1930 Debendra Nath Mukherjee filed a suit in the 2nd Court of the Subordinate Judge at Alipore being Title Suit No.112 of 1930 against Narendra Nath Mukherjee, Satyendra Nath Mukherjee, Dwijendra Nath Mukherjee, Sudhindra Nath Mukherjee, Nripendra Nath Mukherjee, Benoyendra Nath Mukherjee and Smt. Nihar Mohini Debya for partition of joint properties mentioned in the schedule thereto inter alia Premises No.29 and 29/1, Harey Kristo Sett Lane, Cossipore.

By the preliminary decree passed in the said suit No.112 of 1930 the shares of the parties in premises No.29 and 29/1, Harey Kristo Sett Lane, Calcutta were declared and a Writ of Commission was issued to Surendra Mohan Guha, Pleader, Commissioner to partition the said Premises 29 and 29/1, Harey Kristo Sett Lane by metes and bounds in terms of the said preliminary decree dated 13th day of September, 1930.

By his return dated the 29th day of June 1931 the said Surendra Mohan Guha, Pleader Commissioner allotted to Benoyendra Nath Mukherjee the defendant No.6 Lot No.I with buildings, structures thereon measuring 16 cottahs 9 chittacks 33 square feet valued at Rs.9850/- and bordered with green colour in the plan annexed to the said return and he thereby directed the said Benoyendra Nath Mukherjee to pay Rs.246/- as owelt to Mr. Narendra Nath Mukherjee the defendant No. 1.

By the final decree passed in the said suit No.112 of 1930 and dated the 31st day of July 1931 the said return of the Commissioner of Partition dated 29th day of June 1931 was duly confirmed and it was decreed that the plaintiff and the defendants other than the defendant No.7 shall have sole and absolute title to and possession of their respective allotments and the defendant No. 7 shall have a life interest in her allotment which shall pass to her sons (the plaintiffs and the defendants nos. 1 to 6) in equal shares on her death and it was thereby further ordered that plaintiff do recover a sum of Rs.17942/- from each of the defendants Nos. 1 to 6 on account of the costs of the suit which he has paid.

The said Benoyendra Nath Mukherjee has since paid the said sum of Rs.246/- to Narendra Nath Mukherjee and the sum of Rs.17942/- to the Plaintiff in the said suit No. 112 of 1930.

The said Benoyendra Nath Mukherjee by a registered Deed of Sale on 23.03.1942, registered at the office of S.R. Cossipore Dum Dum, recorded in Book No.1. Volume No.15, Pages from 71 to 81, being No.584 for the year 1942, sold, conveyed and transferred ALL THAT piece and parcel of land containing by admeasurement an area of 16 Cottahs 9 Chittacks 33 Sq.ft. more or less together with building, structures, standing thereon at Premises No.29/4, Harey Kristo Sett Lane to hold the same unto the said Smt. Nihar Bala Mitra her heirs, executors, administrators representatives and assigns for all the residue now unexpired of the said term of 999 years at and under the rent reserved by the said Indenture of Lease and subject to the covenants and conditions therein contained.

The said premises No. 29/4, Harey Kristo Sett Lane has subsequently been renumbered and separately assessed as 29/4A, 29/4B and 29/4C, Harey Kristo Sett Lane by the Municipal Corporation of Calcutta.

The said Smt. Nihar Bala Mitra by a registered Bengali scripted Deed of Sale on 08.03.1985, registered at the office of R.A. Calcutta, recorded in Book No.I, Volume No.94, Pages from 88 to 96, being Deed No.3589 for the year 1985, sold, conveyed and transferred ALL THAT piece and parcel of Bastu land measuring an area of 1 Cottah 9 Chittacks more or less (excluding 10ft wide common passage facility) together with Tin Shed structure at 29/4C, Harey Kristo Sett Lane, Kolkata-700050, in favour of Smt. Pratima Das.

The said Smt. Nihar Bala Mitra by another registered Deed of Sale on 21.06.1985, registered at the office of S.R. Cossipore Dum Dum, recorded in Book No.I, Volume No.56, Pages from 83 to 100, being Deed No. 2838 for the year 1985, sold, conveyed and transferred ALL THAT piece and parcel of land measuring an area of 2 Cottahs 12 Chittacks 42 Sq.ft. more or less (excluding 10ft wide common passage facility) together with Kancha structure and or C.I. Shed standing thereon at 29/4C, Harey Kristo Sett Lane, Kolkata-700050 in favour of Smt. Pranati Sen.

That after selling the aforesaid property the said Smt. Nihar Bala Mitra became the owner of remaining portion of Bastu land measuring an area of 10 Cottahs 06 Chittacks more or less and land measuring 1 Cottah 13 Chittacks 36 Sq.ft. more or less used for common passage purpose together with partly one storied and partly two storied building standing thereon lying and situated at Premises No. 29/4A & 29/4B, Harey Kristo Sett Lane, Kolkata-700050.

That the said Smt. Nihar Bala Mitra during her life time she had made a registered WILL dated 24/02/1999, registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.III, Volume No.1, Pages from 187 to 192, being Deed No.37 for the year 1997, in respect of Premises No. 29/4A & 29/4B, Harey Kristo Sett Lane, Kolkata-700050, in favour of her fifth son namely Sri Sandip Kumar Mitra and Fourth son Sri Ranjit Kumar Mitra and the said Sri Sandip Kumar Mitra appointed as Executor as per the said will.

That after making the said WILL the said Smt. Nihar Bala Mitra died intestate on 02.03.2000.

That after demise of the said Smt. Nihar Bala Mitra the said Sri Sandip Kumar Mitra applied for probate from the Calcutta High Court, vide P.L.A. No. 30 of 2002 and the said WILL was granted and or probated on 20/06/2002 from the Calcutta High Court.

As per provision of the said will the said Sri Sandip Kumar Mitra became the sole and absolute owner of land measuring 7 Cottahs 6 Chittacks more or less with partly one storied and partly two storied building lying and situated at Premises No.29/4A, Harey Kristo Sett Lane, Kolkata-700050, more fully and particularly described in the Schedule 'Ka' of the said will and the said Sri Sandip Kumar Mitra duly mutated his name in respect of the said property in the records of Kolkata Municipal Corporation being Assessee No. 110020800630.

As per provision of the said will the said Sri Ranjit Kumar Mitra became the sole and absolute owner of land measuring 3 Cottahs more or less together with R. T. shed measuring 600 Sq.ft. more or less at Premises No.29/4B, Harey Kristo Sett Lane. Kolkata-700050, more fully and particularly described in the Schedule "Kha" of the said will and the said Sri Ranjit Kumar Mitra duly mutated his name in respect of the said property in the records of Kolkata Municipal Corporation being Assessee No. 110020800641.

The said Ranjit Kumar Mitra transferred ALL That piece and parcel land measuring 3 Cottahs more or less together with R. T. shed measuring 600 Sq.ft. more or less at Premises No. 29/4B, Harey Kristo Sett Lane. Kolkata-700050, in favour of Sandip Kumar Mitra by way of Deed of Gift, dated 01.02.2024, registered before the Office of ADSR Cossipore Dum Dum, recorded in Book No.I, Volume No. 1506-2024, Page from 33734 to 33752, Being No. 150600923 for the year 2024.

The said Sandip Kumar Mitra after becoming the absolute owner in respect of ALL THAT piece and parcel of bastu land measuring 10 (Ten) Cottahs 6 (Six) Chittacks more or less together with two storied building standing thereon and along with R.T Shed measuring 600 Square Feet more or less lying and situated under Mouza Gupta Brindaban, Dihi-Panchannagram, Division 1, Sub-Division-15, Holding No.121, now known as Premises Nos.29/4A & 29/4B, Harey Kristo Sett Lane, Police Station Cossipore now Sinthee, Kolkata 700050, mutated his name before Kolkata Municipal Corporation and obtained new Assessee No. 110020800641 and started paying taxes accordingly.

The said Sandip Kumar Mitra with the intention to amalgamate the both the Premises Nos. 29/4A & 29/4B into one Premises obtained new Premises No.29/4A, more fully and particularly mentioned in Schedule "A" hereinbelow, and obtained new Assessee No. 110020800630.

Thus the Land Owner is presently seized and possessed and rightfully entitled to her portions of land being ALL THAT piece and parcel of bastu land measuring 10 (Ten) Cottahs 6 (Six) Chittacks more or less together with two storied building standing thereon and along with R.T. Shed measuring 600 Square Feet more or less lying and situated under Mouza Gupta Brindaban, Dihi Panchannagram, Division -1. Sub-Division-15, Holding No. 121, now known as Premises No.29/4A, Harey Kristo Sett Lane, Police Station Cossipore now Sinthee, Kolkata 700050, within Ward No.002, Borough No.1 No.110020800630, being more particularly described in the Schedule "A" of. given hereunder.

The Land Owner declares that he has a good and marketable title over the said property and the said property is absolutely free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever.

**SCHEDULE "B"**  
**(SAID APARTMENT AND APPURTENANCES)**

(a) The said Apartment, being No. \_\_\_\_, on the \_\_\_\_ floor, having super built-up area of \_\_\_\_ (\_\_\_\_) square feet, more or less and corresponding built-up area of \_\_\_\_\_ square feet and carpet area of \_\_\_\_ (\_\_\_\_) square feet, more or less, in the G + III building “\_\_\_\_\_”. The layout of the Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure “B”;

(b) The Share In Common Areas, being pro rata share in the Common Areas of the project described in Schedule E below, as be attributable and appurtenant to the said Apartment, subject to the terms and conditions of this Agreement; and

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

**SCHEDULE “C”**  
**(PAYMENT PLAN)**  
**Total Consideration**

**The Total Consideration of the said Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) [ out of which Rs. \_\_\_\_\_/- for the Apartment, and Rs. \_\_\_\_\_/- for GST ] payable as per the Table provided and annexed hereto:-**

Sr.No.	Milestones	Percentage	Amount
1	On Booking	10% of Total Consideration	Rs. _____/-
2	On Execution of Agreement	20% of Total Consideration	Rs. _____/-
	On Ground Floor Roof Casting	10% of Total Consideration	Rs. _____/-
3	On Roof Casting of 1st floor	10% of Total Consideration	Rs. _____/-
4	On Roof casting of 2nd floor	10% of Total Consideration	Rs. _____/-
5	On Roof Casting of 3rd Floor	10% of Total Consideration	Rs. _____/-
6	At the time of Brick Work	20% of Total Consideration	Rs. _____/-
7	At the time of Flooring Work	5% of Total Consideration	Rs. _____/-
8	At the time of Registration/Deed of Conveyance	5% of Total Consideration	Rs. _____/-

**Total Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**

**SCHEDULE "D"**  
**(SPECIFICATION OF THE FLAT)**

1. The partition brick wall of the inner side of the said flat will be 5" (five) in thickness, other major brick wall of inner side will be 5" (five) inches in thickness and the outside brick wall of the said flat will be 8" (Eight) inches in thickness.
2. All floors will be finished with Vitrified Tiles of good quality including skirting areas. The height between floor to inside roof shall be according to guideline of Building Plan.
3. All door frames are Sal Wood and other doors will be water proof flush type ply wood made and P.V.C. / Syntax toilet door.
4. Wooden window panel, two or three racks with glass fitting and M.S. Grill will be fitted from outside in all windows.
5. All the inside walls and partition walls will be covered by plaster of Paris including the ceiling with smooth finish.
6. Marble of good quality in bathroom, toilet and privy up to 6'6" on the walls.
7. Black Granite slab/Counter on top of the kitchen slab/counter.
8. Glazed tiles of good quality on wall of kitchen, from kitchen slab upto 3'3" height.
9. One Basin in between kitchen and dining room.
10. All electric wiring will be concealed in the said flats. Wires will be Havels/Finolex make.
11. The electric points will be installed as follows :-
  - Bed Room - 4 (four) points each room.
  - Dining & Kitchen - 4 (four) points.
  - A.C. Point - 1 (One) point.
  - Cable T. V. - 1 (One) point.
  - Toilet - 2 (two) points.
  - Calling bell - 1 (One) point.
  - Stair Case - 1 (One) point.
  - Geyser - 1 (one) point.
12. The water connection in the said flat will be as follows :-
  - Kitchen - 2 (two) points.
  - Toilet - 2(two) tap & 1 (One) shower.
  - Basin - 1 (One) point.
13. Lift. (Capacity – Four Passengers)/ Any reputed company as per decision of Developer.

**SCHEDULE "E"**  
**(COMMON AREAS)**

1. ALL THAT undivided proportionate share and /or interest in the Project Land described in the Part I of Schedule "A" herein above written.
2. The roof of the top floor.

3. Entrance and Exit.
4. Boundary walls and main gate and common passage. Drainage and sewerage lines and other installation for the same (exceptionally those as are installed within the exclusive area of any unit and/or exclusively for its use).
5. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of unit and/or exclusively for its use.)
6. Staircase, Lift & Lift Lobby.
7. Water pumps, water pump rooms. Water reservoir together with all common plumbing installations for carriage of water in terms of the schedule (save only those as are exclusively within and for use and for use of any unit) in the building at the land.
8. The left over area round the four sides of the building constructed or proposed to be constructed in terms of the schedule mentioned.
9. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land of the building as are necessary for passage to and / or user of the units' common by the co-allottees.

**SCHEDULE "F"**  
**(COVENANTS)**

**THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND THE DEVELOPER AS FOLLOWS:**

The Allottee shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Said Apartment And Appurtenances as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.

- a. The Allottee shall use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.).
- b. The Allottee shall not park any car or two-wheeler in the Project Land if the Allottee has not been allotted any car parking space therein, and to park only in the Said Parking Space, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized car and/or two-wheeler vehicles, as the case may be, even if there be space for more than one in the said Car Parking Space
- c. The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.

- d. The Allottee shall not throw or accumulate any dirt, rubbish, rages or other refuses. They shall have to accumulate the refuses in special receptacles for the common use of the other Allottees.
- e. The Allottee shall not use the roof of the Buildings bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottes of the Project;
- f. The Allottee shall indemnify and keep indemnified the Land Owner and the Developer against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.
- g. The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Said Apartment And Appurtenances and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Developer or the Allottee or occupier thereof whether in respect of the Said Apartment And Appurtenances or the Project erected thereon in accordance with the provisions of relevant laws.
- h. The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Said Apartment And Appurtenances and the Project to be erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Land Owner and the Developer saved harmless and indemnified for all losses claims and demands which the Land Owner and/or the Developer may suffer or be put to by reason of any breach or alleged breach of this covenant.
- i. The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Said Apartment And Appurtenances and/or the Project and to keep the Developer saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Said Apartment And Appurtenances and/or the Project, the Allottee shall be liable to make payments for the same to the concerned authority.

- j. The Allottee shall not use or allow the Said Apartment And Appurtenances for any illegal or immoral purposes or for any noisy or offensive trade or business.
- k. The Allottee shall not amalgamate, sub-divide or partition the Said Apartment And Appurtenances or any part thereof with any other apartment or apartments within the Project.
- l. The Allottee shall keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the building free from obstructions or encroachments and in a clean and orderly manner.
- m. The Allottee shall not bring in or store or allow to be brought in or stored in the Said Apartment And Appurtenances or the Project or the Project Land or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or place any heavy material or other articles likely to injure or damage the Said Apartment And Appurtenances and/or the other structures constructed on the Project Land or in the common passages or staircase of the Building and not do or allow to be done on the building anything that may deteriorate the value of the building or the Said Apartment And Appurtenances or the Project or injure the same in anyway, except in accordance with law.
- n. The Allottee shall pay wholly in respect of the Said Apartment And Appurtenances and proportionately in respect of the Common Areas the Maintenance Charges as mentioned herein, water works, common electrical installations, DG Sets, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project, and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, Ownership and/or maintenance of the Said Apartment And Appurtenances and/or relating to this Deed shall be paid by the Allottee without raising any objection thereto, within 15 (fifteen) days of demand being made and the Developer shall not be liable for the same under any circumstance;
- o. So long as each apartment of the building shall not be separately assessed for the taxes, all allottees of the building shall pay to the Developer a proportionate share of the Municipal taxes and other taxes and such proportionate tax shall be made by the Developer on the basis of the area acquired by each allottee and the same shall be conclusive final and binding.

- p. Developer shall be liable to pay all taxes, outgoing, outstanding interest of the Project Land till the date of possession or deemed date of possession, if any arrear and after handing over possession to the Allottee, all arrear shall remitted by Land Owner/Developer at their own cost. If the concerned authority imposes any sales tax or other taxes for the Said Apartment And Appurtenances, in such case the Allottee shall be bound to pay the same to the authority.
- q. The Allottee shall get the Said Apartment And Appurtenances mutated in his/her name and/or separately assessed by the KMC at their own cost.
- r. The Allottee shall pay all amounts and deposits that are payable by the Allottee under this Deed of Conveyance and/or which are the liability of the Allottee under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- s. The Allottee shall pay all future betterment/development charges etc. relating to the Said Apartment And Appurtenances and/or the Common Areas.
- t. The Allottee represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Deed) of the Said Apartment And Appurtenances which is part of the integrated Plan of AVIDIPTA and has been approved by the K.M.C., as represented by the Developer.
- u. The cost of cleaning, lighting and maintenance of staircase and other parts of the building as enjoyed in common by the all allottees and occupiers thereof will be jointly borne by them proportionately.
- v. The salaries of darwans, if any, electricians, sweepers etc. shall be borne proportionately by the all allottees and occupiers of the building.
- w. The cost of maintenance, replacing, repairing, whitewashing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portions of the roof, terraces, landing and structure of the building rain water pipes water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerage drain and equipments in under or upon the building enjoyed or used in common by the all allottees and occupiers of the building shall be borne jointly and proportionately by them.
- x. The Allottee shall not commit or permitted to commit any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building.
- y. The Allottee shall keep their respective apartments and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other apartment in

the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments of the Building and not to do or cause to be done anything in or around their respective apartments which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective apartments. In particular and without prejudice to the generality to the foregoing, the allottees shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns ,walls, slabs or RCC, pardi passing through their respective apartments or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- z. The Developer shall provide water lines for supply of water; electrical lines and points etc. and cost of electrical power to the said Apartment shall be borne by the allottee. The Allottee shall install the electric meter at their own cost. The Developer will render assistance for the same.
- aa. Until individual meter is installed, the allottee shall pay the unit consumed by them at an average rate.
- bb. The Allottee has, inter alia, inspected and verified all the documents as also the Plan of the Said Apartment And Appurtenances and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Apartment And Appurtenances and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.
- cc. The Allottee agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.
- dd. The Allottee shall not slaughter or kill any animal in any area (including common areas/ parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- ee. The Allottee shall not misuse or permit to be misused the water supply to the Said Apartment.
- ff. The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the said Apartment until all the charges, outgoings, maintenance, dues, payable by the Allottee to the Developer or Association in respect of the Said Apartment And Appurtenances are fully paid up and a No Dues certificate is obtained by the Allottee from the Developer or Association.

gg. The Allottee on receiving No Dues certificate shall have full proprietary rights and interests and shall be entitled to sell, mortgage, let out, lease out, or transfer the Said Apartment And Appurtenances in any manner whatsoever permitted by law provided the purchaser mortgagor / tenants/ leasee shall be bound by the Rules and Regulations laws or bye laws of the Association to be formed by the allottees.

hh. That in case of any additional work requires to be done by the allottee in their said Apartment, the Developer will complete the said work and the Allottee will bear the additional cost, provided such work must not cause any construction, modifications, additions, alterations and/or variations regarding in the sanctioned plan. The Allottee shall be allowed to make addition or alteration in the said Apartment for decoration purpose without damaging the pillars, beams and main structure of the building.

ii. The Allottee shall not be allowed to make construction or alterations on the Balcony elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the premises. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Said Apartment.

jj. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, Common Expenses and Charges, municipal/panchayat rates and taxes, or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Developer and Association, upon its formation and its taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

- claim interest at the rate of the State Bank of India plus two percent per annum on all outstanding amounts.;
- demand and directly realize the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment and Appurtenances;
- In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Apartment and Appurtenances continuing for more than 2 (two) months, then the Developer and/or the Association, upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within 1 (one) month from the date of issue of the said notice. If the Allottee does not comply with the

said notice to the satisfaction of the Developer and the Association, as the case may be, then the Developer and/or the Association, as the case may be, shall be entitled to invoke their rights in terms of the provisions of these presents and the Allottee shall in addition be liable to pay to the Developer and/or the Association, compensation and/or damages that may be quantified by the Developer / Association; and

- withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.

kk. The Allottee shall have the right of obtaining telephone connections to the said Apartment as well as the right of fixing television antenna and / or radio aerial on the roof of the said building and for this purpose the allottee shall have the right of digging, inserting and or fixing plug and supporting clamps in the required portion of the said building provided always that the Allottee shall forthwith mend good such dug up holes and excavations at their own cost and expenses.

ll. The Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Building (2) if the area of the Building is recomputed by the Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Price paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

**SCHEDULE "G"**  
**(COMMON EXPENSES)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Building and the road network, etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating

the Common Areas [including the exterior or interior (but not inside any Apartment) walls of the Building] and the road network, etc.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Project save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

**SCHEDULE "H"**  
**(OTHER TERMS AND CONDITIONS)**

**1. RAISING OF FINANCE BY DEVELOPER:**

Notwithstanding anything to the contrary contained in this agreement, the Developer shall have the right to raise finance/loan for construction of the Project from any financial institution and/or bank and for that purpose create mortgage, charge on the Project and/or securitization of the receivables, however, the Developer shall not mortgage or create a charge on the said Apartment after execution of this Agreement 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 said Apartment. However, the Developer shall, in the event any such mortgage or charge is made, cause to be redeemed/released the said Apartment from the mortgagee at or before delivery of possession of the Said Apartment And Appurtenances.

**2. RIGHT TO VISIT THE PROJECT**

The Allottee have the right to visit the Project site to assess the extent of development of the Project and his said Apartment, subject to prior consent of the Developer and complying with all safety measures while visiting the site.

**3. QUALITY AND SPECIFICATIONS OF THE MATERIALS**

The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

#### **4. ADDITIONAL CONSTRUCTIONS**

The Allottee admits and acknowledges that at the treaty of sale of the Said Apartment And Appurtenances to the Allottee, the Allottee has been specifically made aware of by the Developer and the Land Owner that the Developer and the Land Owner shall be entitled to do all or any of the following acts deeds matters and things as mentioned below and the Allottee shall not question or dispute the same and hereby grants its consent for the same:

- (i) That the Developer shall be entitled to and may construct additional vertical extensions in form of floors/apartments over the roof of the building by consuming unutilized Floor Area Ratio available for the Project as per the plans as be sanctioned by the concerned authority. The Developer agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable. The Developer and the Land Owner shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Developer shall ensure that there would not be any changes in the layout of the Apartment;
- (ii) The allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered to the Allottee because of the same. It is clarified that in case of additional construction on the roofs, the Common Roof Area shall be shifted to the same position on the ultimate roofs along with the lift machine room and the water tank and shall have equivalent area.
- (iii) The Developer shall further be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Building, the Common Portions and/or the Apartment, in the manner provided under this Agreement and the Act and breach of this term by the Developer shall constitute a material breach of the Agreement.
- (iv) For doing so by the Developer, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Developer or the Land Owner by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Developer in that regard and agrees and covenants not to raise any claim or objection in this regard at any time.
- (v) The right of the allottee regarding the Undivided Share shall be variable depending on further/additional vertical or other constructions, if any, made by the Developer from

time to time and the allottee hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Allottee.

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

SANDIP KUMAR MITRA  
**Represented by his Constitute Attorney**  
**M/S. RELIANCE CONSTRUCTION COMPANY**  
**Represented through its proprietor**

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Sibasis Das  
**[LAND OWNER]**

**M/S. RELIANCE CONSTRUCTION COMPANY**  
**Represented through its proprietor**

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Sibasis Das  
**[DEVELOPER]**

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**[ALLOTTEE/PURCHASER]**

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**MEMO OF CONSIDERATION**

**RECEIVED** the sum of **Rs** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as part consideration amount as per terms of Agreement for Sale in connection with said Apartment No. \_\_\_ in the \_\_\_ Floor .

Cheque No /Cash/DateBank & BranchAmount**M/S. RELIANCE CONSTRUCTION COMPANY****Represented through its proprietor**\_\_\_\_\_  
Sibasis Das**[DEVELOPER]****Witnesses:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name : \_\_\_\_\_ Name : \_\_\_\_\_