

## **AGREEMENT**

**Date:**

**Place:** Kolkata

**Parties:**

1. **Saswat Developer Private Limited** [PAN – AAKCS4828D], a company incorporated under the Companies Act, 1956, having its registered office at Om Tower, 9<sup>th</sup> floor, 32 Jawaharlal Nehru Road, Post Office – Middleton Row, Police Station – Park Street, Kolkata – 700071 and represented by one of its directors namely **Trilochan Sharma** [PAN – AJUPS9281Q and **Aadhaar No.** 539041837471], son of Banwari Lal Sharma, Occupation Business, working for gain at Om Tower, 9<sup>th</sup> floor, 32 Jawaharlal Nehru Road, Post Office – Middleton Row, Police Station – Park Street, Kolkata – 700071.  
(**Owner**, includes successor-in-office and assigns)

2. **SUBRATA MUKHERJEE**, son of Samir Mukherjee, by faith Hindu, occupation Business, nationality Indian, residing at Kalikapur, Post Office Kashinathpur, Pin-700135, Police Station Rajarhat, District- North 24 pgs [PAN **AZIPM5736A**] [Aadhaar No. **8311 0514 5744**]. (**Owner**, includes successor-in-office and assigns)
3. **TAPASH SARDAR** son of Late Kantaram Sardar, by faith Hindu, occupation Business, nationality Indian, residing at Kalikapur, Post Office Kashinathpur, Pin-700135, Police Station Rajarhat, District- North 24 pgs [PAN \_\_\_\_\_] [Aadhaar No. \_\_\_\_\_].(**Owner**, includes successor-in-office and assigns)
4. **ANAPURNA SARDAR** s Wife of Late Kantaram Sardar, by faith Hindu, occupation Business, nationality Indian, residing at Kalikapur, Post Office Kashinathpur, Pin-700135, Police Station Rajarhat, District- North 24 pgs [PAN \_\_\_\_\_] [Aadhaar No. \_\_\_\_\_].(**Owner**, includes successor-in-office and assigns)
5. **VINAYAK REALTECH PROPERTIES LLP** [PAN – AASFV1939M], a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, District North 24 Parganas, represented by its partners, namely (1) **Shishir Gupta** [PAN – AIHPG6508N and Aadhaar No. 797657027873], son of Late Shree Bhagwan Gupta, residing at 30, Vidyasagar Street, Post Office & Police Station – Amherst Street, Kolkata – 700009. (**Promoter**, includes successors-in-office)

**And**

6. \_\_\_\_\_, son/wife/daughter of \_\_\_\_\_, Occupation – \_\_\_\_\_, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station – \_\_\_\_\_, Pin – \_\_\_\_\_, District – \_\_\_\_\_, State – \_\_\_\_\_. [PAN – \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and Mobile No. \_\_\_\_\_]
7. \_\_\_\_\_, son/wife/daughter of \_\_\_\_\_, Occupation – \_\_\_\_\_, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station – \_\_\_\_\_, Pin – \_\_\_\_\_, District – \_\_\_\_\_, State – \_\_\_\_\_. [PAN – \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and Mobile No. \_\_\_\_\_]

(**Allottee**, individually and collectively Allottee, includes successors-in-interest)

Owner, Promoter and Allottee collectively **Parties** and individually **Party**.

#### **DEFINITIONS:**

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- c) "**Regulations**" means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2016
- d) "**Section**" means a Section of the Act.

**WHEREAS:**

- A. The Owners are the absolute and lawful owner of divided and demarcated land measuring **36.5** (thirty six point five) decimal, equivalent to **22.12** (twenty two pint one two) cottah, more or less, comprised in R.S/L.R. *Dag* No. 864, recorded in L.R. *Khatian* Nos., 1270, 3746,1355,2955 & 1141,, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the limits of Patharghta *Gram Panchayat*, Additional District Sub-Registrar Rajarhat, District North 24 Parganas (**Said Property**, morefully described in **Part I** of the **1<sup>st</sup> Schedule** below).
- B. The Owner and the Promoter have entered into a registered Joint Development Agreement With the intention of developing and commercially exploiting their respective land by constructing new building thereon and selling the Flats and other covered and open spaces therein (**Flats**), the Owners no. 1,2,3&4 have appointed Vinayak Realtech Properties LLP, who is also a well-known developer, to develop their respective land and have subsequently entered into various agreements.. (**Development Agreement**) for development of a residential and/or commercial project on the Said Property.
- C. The Owner has also granted a registered Power of Attorney to Vinayak Realtech Properties LLP being represented by its Partners namely Shishir Gupta and Vinita Gupta, to the Promoter (**Power of Attorney**) to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project.
- D. With intention to develop and construct the Said Complex, the Owner have got building plan approved by the Additional Executive Officer, North 24 Parganas, Zilla Parishad, and the Executive Officer, Rajarhat Panchayat Samity, vide Memo No.453/RPSdate 05/03/2025 for construction of the Said Complex (**Sanctioned Plan**), which includes all sanctioned/permissible vertical /horizontal extensions and modifications made thereto, if any, from time to time.  
  
However, the Promoter agrees and undertakes that it shall not make any changes to the said Sanctioned Plan, except in strict compliance with section 14 of the Act and other laws as applicable.
- E. The Owner and the Promoter with an intention and for the purpose of development of an integrated G+4 (Ground plus four) storied residential cum commercial project upon the Said Property fully described in **Part – I** of the **1<sup>st</sup> Schedule** hereunder, comprising residential Units, open parking space/covered garage, commercial space showrooms and common areas intended to be constructed in the complex, named as **“Rajhans”**. (**Complex/Project**).
- F. The particulars of the title of the Owner to the Project Land are fully described in **Part – II** of the **1<sup>st</sup> Schedule** hereto (**Devolution of Title**).
- G. The Owner and the Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner regarding the Project.
- H. The Promoter have duly intimated the Competent Authority about commencement of construction of the Project vide its letter dated \_\_\_\_\_.
- I. The Promoter has registered the Project under the provisions of the Act with West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- J. The Allottee has applied for allotment of an Apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Unit No. \_\_\_\_\_ having carpet area measuring about \_\_\_\_\_ (\_\_\_\_\_) square feet and total area measuring about \_\_\_\_\_ (\_\_\_\_\_) square feet [including balcony area and area of common space], more or less, with facility of Garden Balcony, on the \_\_\_\_\_ floor in Block \_\_\_\_\_ (**Unit**) along with the right to \_\_\_\_\_ (\_\_\_\_\_) open parking space at the ground level of the complex/covered garage in the ground floor of any Block in the said Complex (**Garage**), as permissible

under applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the **Apartment** more particularly described in **Part – I** of the **2<sup>nd</sup> Schedule**) to be developed in accordance with the Specifications as mentioned in **Part – II** of the **2<sup>nd</sup> Schedule** hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the whole Project as and when they are constructed or made ready and fit for use (**Project Common Areas, Amenities and Facilities**), morefully mentioned in **4<sup>th</sup> Schedule** hereto.

- K. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- M. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in para **J** above.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

## 1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment.
- 1.2. The Total Price for the Apartment based on the Carpet Area is **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_) only. The Total Price is inclusive of the Other Charges but exclusive applicable Goods and Service Tax (GST) the breakup of which is given below:

Sl No.	Description	Rate per Square Feet	Amount
A	<b>Apartment Price:</b>		
	a) Cost of Unit (in Carpet Area)		Rs. _____/- (Rupees _____ only)
	b) Cost of exclusive balcony or verandah (in Carpet Area)		Rs. _____/- (Rupees _____ only)
	c) Proportionate cost of Common Areas with external wall thickness etc.		Rs. _____/- (Rupees _____ only)
	d) Garage		Rs. _____/- (Rupees _____ only)
	e) Garden Balcony		Rs. _____/- (Rupees _____ only)
	<b>Sub – Total</b>		Rs. _____/- (Rupees _____ only)
	<b>Other Charges:</b>		
	a) Security deposit and all other charges of the supply agency for providing Transformer or Mother Meter to the Said Block		Rs. _____/- (Rupees _____ only)

B	b) Stand-by power supply to the Said Unit from diesel generators, per 1 (one) KVA.	Rs. . _____/- (Rupees _____ only)
	c) The Promoter shall provide Intercom facility in the Said Unit, the Allottee shall be liable to give an installation charge.	Rs. _____/- (Rupees _____ only)
	d) The Promoter shall provide Central Security System in the Said Complex/Said Block, the Allottee shall be liable to give an installation charge.	Rs. . _____/- (Rupees _____ only)
	e) The Promoter shall provide Water Filtration Plant facility in the Said Complex, the Allottee shall be liable to give an installation charge.	Rs. . _____/- (Rupees _____ only)
	f) Interest Free advance for proportionate share of the common expenses/ maintenance charges for 12 months @ Rs. ____/- per square feet.	Rs. _____/- (Rupees _____ only)
	g) Interest Free Sinking Fund @ Rs. ____/- per sq. ft.	Rs. _____/- (Rupees _____ only)
	h) Association Formation Charge.	Rs. . _____/- (Rupees _____ only)
	i) Legal/Documentation charges, excluding stamp duty and registration fees, registration/ commission fees and misc. expenses, which shall be paid extra by the Allottee at the time of registration.	Rs. _____/- (Rupees _____ only)
<b>Sub – Total</b>		Rs. _____/- (Rupees _____ only)
<b>Total Price (A + B)</b>		<b>Rs. _____/- (Rupees _____ only)</b>
<i>plus</i> Applicable GST (Goods and Service Tax)		

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of individual Electricity Meter for the unit;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Costs for providing MS Grill for the windows, collapsible gate, plus applicable taxes, if required; and;

Notes:

- (i) Interest free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.
- (ii) The abovementioned advance common area maintenance and sinking fund shall be received by the Promoter on behalf of the ultimate Association/Facility Management Company and transferred by the Promoter to the association of the apartment owners upon its formation subject to the provisions of Clause 13 hereunder.
- (iii) The abovementioned Security deposit and all other charges payable to the supply agency for providing Transformer and/or Mother Meter to the Said Block/Complex has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession. If the abovementioned cost increases, then, the Promoter shall acquire proper documents from the Competent Authority stating such increase and shall provide the same to the Allottee and the Allottee shall be liable to pay such increase without demur.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) In addition to the Total Price the Allottee shall also pay the taxes (consisting of tax paid or payable by way of GST and all levies, duties and cess or any other indirect taxes which may be levied for the Project and/or with respect to the Said Apartment as per Law) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottee or the Competent Authority, as the case may be, after obtaining completion certificate of the Project.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Apartment includes recovery of price of land, cost of construction of [not only the Apartment but also] the Project Common Areas, internal development charges, taxes, cost of providing electrical wiring, electrical connectivity to the said Unit, lift, water line and plumbing, floor/wall tiles, doors, windows in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.

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

1.4. The Allottee shall make the payment as per the payment plan set out in the **3<sup>rd</sup> Schedule** hereto, without demur and delay (**Payment Plan**).

1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the said Unit or building, as the case may be without the previous written consent of the Allottee as per provisions of the Act.

Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provision of the Act.

1.6. The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

- 1.7. The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.
- 1.8. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules; from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the said Unit, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **3<sup>rd</sup> Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause no. 1.2 of this Agreement.
- 1.9. Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
  - a) The Allottee shall have exclusive ownership of the Apartment;
  - b) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants/Allottee of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - c) The computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project but excludes Taxes and maintenance charges.
  - d) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/their said Unit, as the case may be, however with prior intimation to and permission from the Promoter.
- 1.10. It is made clear by the Promoter and the Allottee agrees that the Unit along with the Parking Space (as specified in para J) shall be treated as a single indivisible unit for all purposes (Apartment). It is agreed that the Project is an independent, self-contained project covering the Said Property 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 all the Allottee. It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of the Allottee of the said Project.
- 1.11. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, Panchayat 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 (if any), which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12. The Allottee has paid a sum of **Rs. \_\_\_\_/-** (Rupees \_\_\_\_\_ only) Plus applicable GST (**Booking Amount**) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest as prescribed in the rules.

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

Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **3<sup>rd</sup> Schedule** hereunder or otherwise, through account payee cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of '**Vinayak Realtech Properties LLP**' payable at Kolkata or in the manner mentioned in the demand/email.

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

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit/Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her/its/them under any head(s) of dues against lawful outstanding of the Allottee against the said Unit and/or the Apartment if any, in him/her/its/them name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

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

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project, as disclosed at the time of registration of Project with the Authority and towards handing over the said Unit to the Allottee and the Project Common Areas, Amenities and Facilities shall be completed only upon completion of the Project by the Promoter before handing over of the Project to the Association of the Allottee or the competent authority, as the case may be.



Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the promoter as provided in 3<sup>rd</sup> Schedule.

## 6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen and accepted the proposed layout plan of the said Unit and also the floor plan, payment plan and the specifications, amenities and facilities of the Unit/Project as mentioned in the **SCHEDULES** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE SAID UNIT:

7.1. **Schedule for possession of the said Unit** – The Promoter agrees and understands that timely delivery of possession of the said Unit to the Allottee and the Common Areas to the Association of the Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_ (**POSSESSION DATE**) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic and/or pandemic or any other calamity caused by nature affecting the regular development of project and/or strike, lockout, riot, political instability, manmade epidemic and/or pandemic non-availability of materials, non-availability of workers, cyber-attack and any other act and/or incident, which is not the fault of the Promoter (**Force Majeure**). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the said Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

7.2. **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within .....days of receiving the Occupancy Certificate of the Project. Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.2.3**Possession by the Allottee** – After obtaining the Completion Certificate/Occupancy Certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the said Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottee

or the competent authority, as the case may be, as per the local laws i.e., the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the Association of Allottee formed in the manner provided in the said Act.

- 7.3. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (**Cancellation Charge**), paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty five) working days of such cancellation.

Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment and/or the said Unit to any third party thereafter and the prior allotment in favor of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, 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/it in respect of the Apartment, with interest, at the rate specified in the Rules within 45 days in the manner as provided under the Act. Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 8.1. The Promoter and/or Owner hereby represents and warrants to the Allottee as follows:

- a) The Owner has absolute, clear and marketable title with respect to the said property and the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the Project.
- b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Phase of the Project.
- c) There are no encumbrances upon the said Land, and/or the Project
- d) It is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favor of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertakes that the Promoter shall cause the said bank(s)/financial institution(s) release the said Unit from the mortgage created by the Promoter on or before the Promoter executing the deed of

conveyance of the Apartment in favor of the Allottee and the Allottee will get the title of the said Unit free from all encumbrances.

- e) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas.
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected.
- h) The Promoter has not entered into any additional agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Property/Apartment, which will, in any manner, affect the rights of Allottee under this Agreement.
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement.
- j) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of Allottee or the competent authority, as the case may be, after the completion of the Project.
- k) The Apartment 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 Apartment.
- l) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the said Project has been issued and possession of said Unit or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be.
- m) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land.
- n) That the property is not Waqf Property.

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

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
  - (i) The Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed

to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

- (ii) Discontinuance of the Promoter's business as a developer on account of any reason which warrants such discontinuance.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, or;
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter, under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.  
Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

9.3. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (iii) The Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (iv) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.4. The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment plan annexed hereto, despite having been issued notice in that regard that Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

In case the Allottee fails to make payment of demands as and when raised by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.

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

Provided that the Promoter shall intimate to the Allottee about such termination at least 30 (thirty) days prior to such termination.

Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond 2 (two) consecutive months, even after several reminders from the side of the Promoter for rectification of default, in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favor of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the booking amount out of the Total Price and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30 days prior to such cancellation shall issue a Notice for Cancellation (**Cancellation Notice**) intimating the Allottee about its decision to cancel the allotment.

- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Property or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties. For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of and refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

## 10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1. The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with right to use the Project Common Areas, Amenities and Facilities within 3 months from the date of issuance of the Completion Certificate/Occupancy Certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 5 (five) months from the date of issue of Completion Certificate/Occupancy Certificate.

- 10.2. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges is made by the Allottee.
- 10.3. In such an event as described in Clause 10.2 above, the Promoter is not liable to wait indefinitely for the Allottee for the payment of the Allottee's Stamp Duty, Registration Fees and all other charges required for Registration of the Conveyance Deed. At the most, the Promoter shall hold the registration of Conveyance Deed of the Allottee for a maximum of 45 (forty five) days (**Holding Period**). If the Allottee fails to furnish the amount/s required for Stamp Duty, Registration Fees and all other charges required for Registration of the Conveyance Deed after the Holding Period, then the Promoter shall not be held liable to execute and/or register the conveyance in favor of the Allottee. In such an event, the Allottee has the right to cancel his/her/its booking in the Project/Complex and the Promoter shall refund to the Allottee their paid amount, after deduction of the Booking Amount as per clause 1.12 above and GST as applicable.

## 11. MAINTENANCE OF THE SAID BUILDING / UNIT/ APARTMENT / PROJECT:

- 11.1. It is to be understood that initial maintenance of the common areas of the Complex/Project will be

done by the Promoter.

- 11.2. The Promoter shall intimate the Allottee either by telephonic conversation or through mail, with regard to the start of maintenance of the Complex/Project, after the issuance of the Completion Certificate for the Complex/Project by the Competent Authority.
- 11.3. It shall be the responsibility of the Allottee to furnish maintenance deposit, as per the Payment Plan mentioned in the 3<sup>rd</sup> Schedule below.
- 11.4. Till the formation of Association of Allottee, if the Advance Maintenance Deposit fund gets depleted, then it will be the duty of the Allottee to replenish such fund, at the intimation of the Promoter. PROVIDED THAT, the Promoter produces evidence in support of said depletion of the Advance Maintenance Deposit.
- 11.5. After the formation of the Association of Allottee, the said Association will completely take up the responsibility of maintenance of the Complex/Project.
- 11.6. With regard to maintenance of individual units, the Promoter will take responsibility of maintaining the individual units till the time of Notice of Possession. After Notice of Possession from the Promoter and thereafter conveyance of the Apartment in favor of the Allottee within a prudent amount of time, maintenance of individual units shall be the sole responsibility of the Allottee.
- 11.7. The maintenance and management of Common Areas, Amenities and Facilities will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs, community hall, all type of gardens, swimming pool, gym, 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.

## **12. FORMATION OF ASSOCIATION OF ALLOTTEE:**

- 12.1. After completion of registration of 51% of conveyance in favor of Allottee, the Promoter shall apply to the Competent Authority for the Formation of an Association of Allottee. It shall be the duty of the Allottee to sign and execute all documents in this regard. Further, it shall be the duty of the Allottee to participate in the formation of the Association of Allottee.
- 12.2. The Promoter shall formulate the initial By-Laws of the Association. After is formation the members of the Association will have the option to amend said By-Laws as per their benefit. PROVIDED THAT such amendment is not contrary to any law in force at that point of time in the State of West Bengal/India.
- 12.3. After formation of the Association of Allottee, a bank account in the name of such Association will be opened in any nationalized/private bank. All leftover funds in the Advance Maintenance Deposit Fund and Sinking Fund shall be transferred by the Promoter to the bank account of the Association.
- 12.4. After its formation all maintenance of the Complex/Project common areas will be facilitated by the newly formed Association of Allottee.
- 12.5. The Promoter covenants that it will hand over all Complex/Project related documents such as title deeds, sanction plan/s, panchayat tax, mutation certificates, etc. to the Association of Allottee. The Association will keep such documents safe and out of harm's way, in its custody.

## **13. DEFECT LIABILITY:**

- 13.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale

relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- 13.2. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 13.3 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
- 13.3. The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - (ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - (iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
  - (v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
  - (vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
  - (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
  - (viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the

Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 14 hereinabove.

- 13.4. The Promoter/maintenance agency/Association of Allottee shall have the right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / Association of Allottee and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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

The Promoter/maintenance agency/Association of Allottee shall have rights of unrestricted access of all Common Areas, Covered Garage/Open Parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottee and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **15. USAGE:**

**Use of Service Areas:** The service areas, if any, as located within the said Project *Rajhans*, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment (as per availability in the said Project), 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 Allottee formed by the Allottee for rendering maintenance services.

#### **16. COMPLIANCE WITH RESPECT TO THE SAID UNIT/APARTMENT/PROJECT**

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in and/or to the Building/Said Project, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, 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 Said Project is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Said Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Unit.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottee and/or maintenance agency appointed by Association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

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



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

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

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

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter .If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount plus applicable Goods and Service Tax (GST) shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

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

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

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

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [**3<sup>rd</sup> Schedule**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 25.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **26. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Said Unit bears to the total carpet area of all the Said Units in the Project.

## **28. FURTHER ASSURANCES:**

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

## **29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its Director/s at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 45 (forty five) days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the A.D.S.R. Rajarhat, New Town. Hence this Agreement shall be deemed to have been executed at Kolkata.

## **30. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

## **31. JOINT ALLOTTEE:**

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

as properly served on all the Allottee.

### 32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

### 33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

*[Inserted others Terms and Conditions as per the contractual understanding between the Parties and in conformity with the Terms and Conditions set out above and/or the Act and Rules and Regulations made thereunder, are inserted hereunder.]*

#### 1<sup>st</sup> Schedule Part-I (Said Property)

Land measuring 36.5 (thirty six point five) decimal, equivalent to 22.12 (twenty two pint one two) cottah, more or less, comprised in R.S./L.R. Dag No. 864, recorded in L.R. Khatian Nos. 1270, 3746, 1355,2955 & 1141, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within the limits of Patharghta Gram Panchayat, Additional District Sub-Registrar Rajarhat, District North 24 Parganas more or less and butted and bounded as follows:

<b>On The North</b>	:	By 23ft.Wide Road.
<b>On The East</b>	:	By Others' land (R.S./L.R. Dag Nos. 864 & 683).
<b>On The South</b>	:	By Others' land (R.S./L.R. Dag Nos. 855).
<b>On The West</b>	:	By Others' land (R.S./L.R. Dag Nos. 864 & 865).

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

#### Part-II (Devolution of Title)

**WHEREAS** at all material times and intents, as per the Revisional Settlement Record of Rights one **KHETRA MOHAN BHATTACHARJEE**, was the absolute recorded owner of **ALL THAT** piece and parcel of Bagan land measuring an area of about **52.5 Decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, Touzi No. 173, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under R.S. Khatian No. 362, under P.S. Rajarhat, in the District of 24 Parganas.

**AND WHEREAS** the said **Khetra Mohan Bhattacharjee** while being seized possessed entitled and/or otherwise of the aforesaid recorded share in the land died intestate leaving behind him, surviving his widow namely **JEEVAN TARA DEVI**, four sons namely **SAMBHUNATH BHATTACHARJEE, SANKAR KUMAR BHATTACHARJEE, BISWANATH BHATTACHARJEE & RABINDRANATH BHATTACHARJEE** and two daughters namely **LATIKA BHATTACHARJEE & GEETA RANI CHAKROBORTY** as his only legal heirs and successors as per the Hindu Succession Act, 1956.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 24<sup>th</sup> March 1958, recorded in Book No. I, Volume No. 47, pages from 12 to 23, being Deed **No. 02274 for the year 1958** and duly registered at the office of S.R. Cossipore Dumdum, said **JEEVAN TARA DEVI & GEETA RANI CHAKROBORTY** jointly sold conveyed and transferred **ALL THAT** undivided 2/7<sup>th</sup> Share of the Bagan land measuring an area of about **15 Decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, Touzi No. 173, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian Nos. 157, 159 & 160, R.S. Khatian No. 362, P.S. Rajarhat, in the District of 24 Parganas unto and in favour of **SAMBHUNATH BHATTACHARJEE, SANKAR KUMAR BHATTACHARJEE, BISWANATH BHATTACHARJEE & RABINDRANATH BHATTACHARJEE**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 31<sup>st</sup> January 1984, recorded in Book No. I, , being Deed **No. 00839 for the year 1984** and duly registered at the office of \_\_\_\_\_, one **SAMBHUNATH BHATTACHARJEE** sold conveyed and transferred **ALL THAT** undivided 1/5<sup>th</sup> Share of the Bagan land measuring an area of about **9.86 Decimals** out of **11.25 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, Touzi No. 173, appertaining to R.S. Dag No. 864, under R.S. Khatian No. 416, P.S. Rajarhat, in the District of 24 Parganas unto and in favour of **BISWANATH BHATTACHARJEE**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** the said **Sambhunath Bhattacharjee** while being seized possessed entitled and/or otherwise of the aforesaid remaining share in the land died intestate leaving behind him, surviving his widow namely **PRATIMA BHATTACHARJEE**, one son namely **AMAR BHATTACHARJEE** and three daughters namely **SHIKA BHATTACHARJEE, REKHA BHATTACHARJEE & RAMA SARDAR** as his only legal heirs and successors as per the Hindu Succession Act, 1956.

**AND WHEREAS** the said **Rabindranath Bhattacharjee** while being seized possessed entitled and/or otherwise of the aforesaid inherited & purchased share in the land died intestate leaving behind him, surviving his widow namely **MINATI BHATTACHARYA**, one son namely **MITHOON BHATTACHARYA** and one daughter namely **PIUE BHATTACHARYA** as his only legal heirs and successors as per the Hindu Succession Act, 1956.

**AND WHEREAS** the said **Latika Bhattacharjee** while being seized possessed entitled and/or otherwise of the inherited share in the land died intestate on 07<sup>th</sup> July 2000 leaving behind surviving her husband namely **TRIGUNA CHARAN BHATTACHARJEE**, and one son namely **DEEPAK BHATTACHARJEE** as her only legal heirs and successors as per the Hindu Succession Act, 1956.

**AND WHEREAS** the said **Triguna Charan Bhattacharjee** while being seized possessed entitled and/or otherwise of the inherited share in the land died intestate on 26<sup>th</sup> May 2002 leaving behind him, surviving his one son namely **DEEPAK BHATTACHARJEE** as her only legal heirs and successors as per the Hindu Succession Act, 1956.

**AND WHEREAS** by virtue of a General Power of Attorney dated 16<sup>th</sup> December 2002, recorded in Book No. IV, Volume No. 10, Pages 266 to 271, being Deed **No. 00417 for the year 2002** and duly registered at the office of A.D.S.R. Biddhananagar, said **PRATIMA BHATTACHARJEE, AMAR BHATTACHARJEE, SHIKA BHATTACHARJEE, REKHA BHATTACHARJEE & RAMA SARDAR** jointly appointed one **INDRANIDHAR & MANOWARA BIBI** for doing various acts and things inter alia and to sell and transfer.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 23<sup>rd</sup> June 2004, recorded in Book No. I, being Deed **No. 00400 for the year 2006** and duly registered at the office of D.R. North 24-Parganas, said

**MINATI BHATTACHARYA, MITHOON BHATTACHARYA & PIUE BHATTACHARYA** jointly sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **5 Decimals** out of **11.25 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 424, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **BISWANATH BHATTACHARYA** for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a General Power of Attorney dated 15<sup>th</sup> December 2006, recorded in Book No. IV, Volume No. 24, Pages 190 to 197, being Deed No. **00819 for the year 2006** and duly registered at the office of A.D.S.R. Biddhananagar, said **BISWANATH BHATTACHARYA** appointed one **ANIUSUR REHMAN** for doing various acts and things inter alia and to sell and transfer.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 23<sup>rd</sup> February 2007, recorded in Book No. I, , being Deed No. **02475 for the year 2007** and duly registered at the office of D.S.R. North 24-Parganas, said (i) **PRATIMA BHATTACHARJEE, AMAR BHATTACHARJEE, SHIKA BHATTACHARJEE, REKHA BHATTACHARJEE & RAMA SARDAR** (*being represented by their constituted attorney namely Indranu Dhar & Manowara Bibi*) jointly sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **17.5 Decimals** (*Instead of their actual inherited share i.e. 1.39 decimals*) be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 126, Touzi No. 10, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 472 & 424, P.S. Rajarhat, in the District of North 24 Parganas (ii) **BISWANATH BHATTACHARYA** (*being represented by their constituted attorney namely Anisur Rehman*) sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **22.5 Decimals** out of **26.11 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 126, Touzi No. 10, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 342, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **OSCAR BUSINESS PRIVATE LIMITED** , for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 12<sup>th</sup> April 2007, recorded in Book No. I, CD Volume No. 04, pages from 5540 to 5557, being Deed No. **03028 for the year 2007** and duly registered at the office of D.S.R.-II North 24-Parganas, said **OSCAR BUSINESS PRIVATE LIMITED** sold conveyed and transferred **ALL THAT** the demarcated piece and parcel of Bagan land measuring an area of about **40 Decimals** (*Instead of its actual share i.e. 23.89 decimals*) be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, Touzi No. 10, appertaining R.S. & L.R. Dag No. 864, under L.R. Khatian No. 472, 342, 424, under P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 30<sup>th</sup> April 2007, recorded in Book No. I, CD Volume No. 05, Pages from 3542 to 3557 being Deed No. **03507 for the year 2007** and duly registered at the office of D.S.R. North 24-Parganas, said **MINATI BHATTACHARYA, MITHOON BHATTACHARYA & PIUE BHATTACHARYA** jointly sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **12.50 decimals** (*Instead of their remaining inherited share i.e. 6.25 decimals*) be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 424, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **SASWAT DEVELOPER PRIVATE LIMITED** for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 08<sup>th</sup> May 2007, recorded in Book No. I, CD Volume No. 05, pages from 7014 to 7039, being Deed No. **03693 for the year 2007** and duly registered at the office of D.S.R.-II North 24-Parganas, said **SANKAR KUMAR BHATTACHARJEE** sold conveyed and transferred **ALL THAT** the demarcated piece and parcel of Bagan land measuring an area of about **21 Decimals** (*Instead of his actual share i.e. 11.25 decimals*) be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, Touzi No. 10, appertaining R.S. & L.R. Dag No. 864, under L.R. Khatian No. 470, under P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** the said **Biswanath Bhattacharjee** while being seized possessed entitled and/or otherwise of the remaining share in the land died intestate on 09<sup>th</sup> May 2016 leaving behind him, surviving his widow namely **SHANTI BANERJEE**, one son namely **ARUP BANERJEE** and one daughter namely **ARCHANA MANDAL** as his only legal heirs and successors as per the Hindu Succession Act, 1956.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 27<sup>th</sup> June 2016, recorded in Book No. I, Volume No. 1523-2016, pages from 215107 to 215126, being Deed **No. 06996 for the year 2016** and duly registered at the office of A.D.S.R. Rajarhat, said **DEEPAK BHATTACHARJEE** sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **2.5 decimals out of 7.5 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, Touzi No. 173, appertaining to R.S. & L.R. Dag No. 864, P.S. Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of 24 Parganas unto and in favour of **SERINA BIBI**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 27<sup>th</sup> June 2016, recorded in Book No. I, Volume No. 1523-2016, pages from 215087 to 215106, being Deed **No. 07000 for the year 2016** and duly registered at the office of A.D.S.R. Rajarhat, said **DEEPAK BHATTACHARJEE** sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **2.5 decimals out of 5 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, Touzi No. 173, appertaining to R.S. & L.R. Dag No. 864, P.S. Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of 24 Parganas unto and in favour of **RATNA BHATTACHARJEE**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 27<sup>th</sup> June 2016, recorded in Book No. I, Volume No. 1523-2016, pages from 215067 to 215086, being Deed **No. 07001 for the year 2016** and duly registered at the office of A.D.S.R. Rajarhat, said **DEEPAK BHATTACHARJEE** sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **2.5 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, Touzi No. 173, appertaining to R.S. & L.R. Dag No. 864, P.S. Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of 24 Parganas unto and in favour of **JYOTSNA BIBI**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 04<sup>th</sup> January 2018, recorded in Book No. I, Volume No. 1523-2018, pages from 38759 to 38781, being Deed **No. 00806 for the year 2018** and duly registered at the office of A.D.S.R. Rajarhat, said **RATNA BHATTACHARJEE** sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **2.5 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, Touzi No. 173, appertaining to R.S. & L.R. Dag No. 864, P.S. Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of 24 Parganas unto and in favour of **RASHID ALI MOLLA**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 05<sup>th</sup> March 2018, recorded in Book No. I, Volume No. 1904-2018, pages from 107255 to 107288, being Deed **No. 02267 for the year 2018** and duly registered at the office of A.R.A-IV Kolkata, said **SHANTI BANERJEE, ARUP BANERJEE & ARCHANA MANDAL** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **11.25 Decimals** (*Instead of their inherited share i.e. 3.61 decimals*) be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, Touzi No. 173, appertaining to R.S. & L.R. Dag No. 864, under R.S. Khatian No. 416, L.R. Khatian 472, P.S. Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of 24 Parganas unto and in favour of **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein. This sale was confirmed by one Biswajit Mondal.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 13<sup>th</sup> December 2019, recorded in Book No. I, Volume No. 1523-2020, pages from 1973 to 2014, being Deed **No. 15539 for the year 2019** and duly registered at the office of A.D.S.R. Rajarhat, said **JYOTSNA BIBI, RASHID ALI MOLLA & SERINA BIBI** jointly sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **7.5 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. 143, Touzi No. 173, appertaining to R.S. & L.R. Dag No. 864, under R.S. Khatian No. 416, L.R. Khatian

Nos. 127,882,1105,1141,1270,13442,1355,1961,2914,2955,2956,3013,3141 & 3142, P.S. Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of 24 Parganas unto and in favour of **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein. This sale was confirmed by one Deepak Bhattacharjee.

**WHEREAS** by virtue of a Deed of Partition dated 16<sup>th</sup> November 1960, recorded in Book No. I, Volume No. 125, pages from 35 to 41, being Deed No. **08548 for the year 1960** and duly registered at the office of S.R. Cossipore Dumdum, executewd between **HIMANGSHU BHUSHAN BHATTACHARYA & KAMALA BALA DEVI** as the First Parties therein AND one **USHANGINI DEVI** as the Second Party therein, the parties thereto amicably and mutually partitioned **ALL THAT** piece and parcel of Bagan land measuring an area of about **62 Decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, Touzi No. 173, appertaining to C.S. Dag No. 727, under C.S. Khatian Nos. 358 & 416, P.S. Rajarhat, in the District of 24 Parganas, under which the said **HIMANGSHU BHUSHAN BHATTACHARYA & KAMALA BALA DEVI** were allotted an area of **52 decimals** be the same a little more or less and the said **USHANGINI DEVI** was allotted the balance area of **10 decimals** be the same a little more or less, for the terms and conditions mentioned therein.

**AND WHEREAS** the said **Kamala Bala Devi** while being seized possessed entitled and/or otherwise of the remaining share in the land died intestate leaving behind surviving her one son namely **HIMANGSHU BHUSHAN BHATTACHARYA** and one daughter-in-law namely **USHANGINI DEVI** as her only legal heirs and successors as per the Hindu Succession Act, 1956.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 12<sup>th</sup> August 1983, recorded in Book No. I, , Volume No. 219, Pages from 251 to 258, being Deed No. **08533 for the year 1983** and duly registered at the office of A.D.S.R Cossipore Dumdum, said **HIMANGSHU BHUSHAN BHATTACHARYA** sold conveyed and transferred **ALL THAT** piece and parcel of Bagan land measuring an area of about **52 Decimals** (*Instead of his actual share i.e. 39 decimals*) be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, Touzi No. 173, appertaining to C.S. Dag No. 727, under C.S. Khatian No. 420,418,, P.S. Rajarhat, in the District of 24 Parganas unto and in favour of **KANTA RAM SARDAR**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 16<sup>th</sup> June 2001, recorded in Book No. I, , Volume No. 247, Pages from 34 to 46, being Deed No. **04682 for the year 2001** and duly registered at the office of A.D.S.R Biddhannagar, said **KANTA RAM SARDAR** sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **10 Cotthas 10 Chittacks 7 sq. ft.** equivalent to **17.547 decimals** out of **39 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **SANJIT MONDAL & SANJIT ROY**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 19<sup>th</sup> June 2001, recorded in Book No. I, , Volume No. 221, Pages from 12 to 24, being Deed No. **04181 for the year 2001** and duly registered at the office of A.D.S.R Biddhannagar, said **KANTA RAM SARDAR** sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **3 Cotthas** equivalent to **4.59 decimals** out of **21.453 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **AJIT KUMAR SAHA**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Gift dated 11<sup>th</sup> June 2001, recorded in Book No. I, , Volume No. 224, Pages from 59 to 72, being Deed No. **03857 for the year 2001** and duly registered at the office of A.D.S.R Biddhannagar, said **KANTA RAM SARDAR** sold Gifted and transferred **ALL THAT** undemarcated and undivided Bagan land measuring an area of about **3 Cotthas** equivalent to **5.00 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **Annapurna Sardar**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREA ANNAPURNA SARDAR** has mutated her name in respect her acquired property, in the records of Land Reforms Settlement Vide L.R. Khatian No 1141.

**AND WHEREAS** by virtue of a Deed of Gift dated 24<sup>th</sup> July 2015, recorded in Book No. I, , Volume No. 1520 to 2015, Pages from 13313 to 13334, being Deed **No. 12131 for the year 2015** and duly registered at the office of A.D.S.R Biddhannagar, said **KANTA RAM SARDAR** sold conveyed and transferred **ALL THAT** demarcated and undivided Bagan land measuring an area of about **1.65 Cotthas** equivalent to **3.00 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of **TAPAS SARDAR**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREA TAPAS SARDAR** has mutated her name in respect her acquired property, in the records of Land Reforms Settlement Vide L.R. Khatian No 2955.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 10<sup>th</sup> December 2001, recorded in Book No. I, , Volume No. 487, being Deed **No. 07983 for the year 2001** and duly registered at the office of A.D.S.R Biddhannagar, said **SANJIT MONDAL & SANJIT ROY** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 12 Chittacks** equivalent to **2.8875 decimals** out of **17.547 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **BHARATI CHOUDHURY**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 10<sup>th</sup> December 2001, recorded in Book No. I, Volume No. 427, pages from 18 to 34, being Deed **No. 07984 for the year 2001** and duly registered at the office of A.D.S.R Biddhannagar, said **SANJIT MONDAL & SANJIT ROY** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 12 Chittacks** equivalent to **2.8875 decimals** out of **14.6595 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **SANKAR CHAKROBORTY & ANIMA CHAKROBORTY**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance, recorded in Book No. I, , Volume No. 427, being Pages from 264 to 282, Deed **No. 08000 for the year 2001** and duly registered at the office of A.D.S.R Biddhannagar, said **SANJIT MONDAL & SANJIT ROY** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 14 Chittacks** equivalent to **3.09375 decimals** out of **11.772 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **DEEPAK CHAKROBORTY & SANDHYA CHAKROBORTY**, for the consideration and upon the terms and conditions mentioned therein

**AND WHEREAS** by virtue of a Deed of Conveyance, recorded in Book No. I, Volume No. 427, being Pages from 283 to 301, Deed **No. 08001 for the year 2001** and duly registered at the office of A.D.S.R Biddhannagar, said **SANJIT MONDAL & SANJIT ROY** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 14 Chittacks** equivalent to **3.09375 decimals** out of **8.67825 decimals** be the same a little more or less comprised in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, appertaining to C.S. Dag No. 727 corresponding to R.S. Dag No. 864, under C.S. Khatian No. 416 & 618, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **JHANTU MUKHERJEE & RINKU MUKHERJEE**, for the consideration and upon the terms and conditions mentioned therein

**AND WHEREAS** by virtue of a Deed of Conveyance dated 19<sup>th</sup> February 2007, recorded in Book No. I, Volume No. 54, being Pages from 56 to 68, Deed **No. 00857 for the year 2007** and duly registered at the office of A.D.S.R. Biddhannagar, said **AJIT KUMAR SAHA** sold conveyed and transferred **ALL THAT**



demarcated piece and parcel of Bagan land measuring an area of about **2 Cotthas** equivalent to **3.3 decimals** out of **4.95 decimals** be the same a little more or less **comprised** in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, Touzi No. 10, appertaining to C.S. Dag No. 727 cooresponding to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 948, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **SUBRATA MUKHERJEE**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 29<sup>th</sup> April 2013, recorded in Book No. I, CD Volume No. 19, being Pages from 7838 to 7853, Deed **No. 05963 for the year 2013** and duly registered at the office of A.R.A-II KOLKATA, said **BHARTI CHOUDHURY** sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 12 Chittacks** equivalent to **2.8875 decimals** be the same a little more or less **comprised** in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, Touzi No. 10, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 948, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 29<sup>th</sup> April 2013, recorded in Book No. I, CD Volume No. 19, being Pages from 7181 to 7196, Deed **No. 05960 for the year 2013** and duly registered at the office of A.R.A-II KOLKATA, said **SANKAR CHAKROBORTY & ANIMA CHAKROBORTY** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 12 Chittacks** equivalent to **2.8875 decimals** be the same a little more or less **comprised** in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, Touzi No. 10, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 948, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 29<sup>th</sup> April 2013, recorded in Book No. I, CD Volume No. 19, being Pages from 7246 to 7261, Deed **No. 05962 for the year 2013** and duly registered at the office of A.R.A-II KOLKATA, said **DEEPAK CHAKROBORTY & SANDHYA CHAKROBORTY** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 14 Chittacks** equivalent to **3.09375 decimals** be the same a little more or less **comprised** in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, Touzi No. 10, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 948, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 29<sup>th</sup> April 2013, recorded in Book No. I, CD Volume No. 19, being Pages from 7273 to 7288, Deed **No. 05964 for the year 2013** and duly registered at the office of A.R.A-II KOLKATA, said **JHANTU MUKHERJEE & RINKU MUKHERJEE** jointly sold conveyed and transferred **ALL THAT** demarcated piece and parcel of Bagan land measuring an area of about **1 Cotthas 14 Chittacks** equivalent to **3.09375 decimals** be the same a little more or less **comprised** in Mouza Kalikapur, J.L. No. 40, R.S. No. 143, Touzi No. 10, appertaining to R.S. & L.R. Dag No. 864, under L.R. Khatian No. 948, P.S. Rajarhat, in the District of North 24 Parganas unto and in favour of one **SASWAT DEVELOPER PRIVATE LIMITED**, for the consideration and upon the terms and conditions mentioned therein.

**2<sup>nd</sup> Schedule**  
**Part I**  
**(Said Apartment)**

- (a) The Said Unit, being Residential Unit No. \_\_\_\_\_, on the \_\_\_\_\_ floor, in Block - \_\_\_\_\_, having carpet area measuring about \_\_\_\_\_ (\_\_\_\_\_) square feet and total area measuring about \_\_\_\_\_ (\_\_\_\_\_) square feet [including Balcony Area and Common Area], more or less, in the complex named "**Rajhansh**", to be constructed on a portion of land in Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas;

- (b) The Said Garage, being the right to park \_\_\_\_ (one) medium sized car in the ground floor of any block in the Said Complex and/or the open parking space at the ground level of the Said Complex;
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in **Schedule** below, as be attributable and appurtenant to the Apartment, subject to the terms and conditions of this Agreement; **and**
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, as be attributable and appurtenant to the Said Unit/Apartment.

## Part II (Specifications)

### Common Portions:

The Common Portions will be completed and finished as follows:

<b>Super - Structure</b>	RCC framed structure with Monolithic concrete.
<b>Brick Work</b>	External Wall: 8 inch thick with cement mortar (1:6) using 1 <sup>st</sup> class clay/block brick. Partition Wall: 5 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class clay/block bricks.
<b>Plaster</b>	Wall Plaster outside surface 12mm thick (1:6 cement mortar), Inside plaster 12mm thick (1:6 cement mortar) Ceiling Plaster 6mm thick (1:4 cement mortar)
<b>Stair Case And Lobby</b>	Staircase and lobby will be finished with good quality vitrified tiles and Staircase with mild steel railing.
<b>Drainage</b>	The drainage connection will be done as per approved drawing of Plumbing Engineer with very good quality material. Rain water pipes will be 6”/4” India made of supreme or equivalent brand.
<b>Roof Treatment</b>	Good quality material will be laid on roof or plain cement concrete with necessary water proofing admixture.
<b>Water Supply</b>	Water supply with high quality pumps and deep tubewell boring will be made available.
<b>Electrical</b>	Transformer and Mother Meter will be provided upon completion of procedure and payment of security deposit to WBSDDL. Electrical mains etc. will be provided with good quality copper wire and light surround the project.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with high quality weather coat. Gates and staircase railing grills will be painted with two coats of enamel paints over of primer.
<b>Elevators</b>	Manual Lifts as per Sanction Plan for each Block.

### Said Unit:

The Said Unit will be completed and finished as follows:

<b>Floor Of Rooms And Toilets</b>	<ul style="list-style-type: none"> <li>Glazed vitrified tiles in all bedrooms, living/dining rooms, kitchen, balcony and Toilets Anti-skid ceramic tiles.</li> </ul>
<b>Kitchen and Toilet Walls</b>	<ul style="list-style-type: none"> <li>Kitchen: Ceramic tiling upto 2.5 feet from the granite counter tops with steel sink.</li> <li>Toilet: Ceramic tiles up to 6.5 feet/up to soffit of lintel level.</li> </ul>
<b>Doors</b>	<ul style="list-style-type: none"> <li>Door frames will be made of good quality <i>shal</i> wood.</li> <li>Shutters will be pressed good quality flush door and hatch bolt/Aldrop.</li> <li>Mortise lock/Cylindrical lock in the door and night latch for the main door of the Unit will be provided.</li> </ul>
<b>Windows</b>	Fully Aluminium windows with glass fittings and standard handle.

<b>Sanitary Fittings In Toilet/s</b>	The following will be provided: <ul style="list-style-type: none"> <li>• Tap and shower arrangements.</li> <li>• Light colored European type water closet made of porcelain.</li> <li>• Water pipe line.</li> <li>• Hot and cold water line.</li> <li>• Provision for installation of geysers (only Common Bath room).</li> <li>• Light colored wash basin made of porcelain (only Common Bath room).</li> </ul>
<b>Electrical Points And Fittings</b>	<ul style="list-style-type: none"> <li>• Concealed conduits with good quality copper wire will be provided.</li> <li>• TV Power points in living /dining.</li> <li>• Adequate electrical points in all bedrooms, living /dining, kitchen and toilets.</li> <li>• Refrigerator and Geyser point</li> <li>• Modular switches of reputed make</li> <li>• Calling bell point for the main door of the Unit.</li> <li>• 1 AC point in master bed room</li> </ul>
<b>Intercom</b>	Telephone points will be provided in the living room with connection of intercom for each individual Unit of the complex.
<b>Wall Finishing</b>	Internal face of the walls will be finished with good quality wall putty.

### 3<sup>rd</sup> Schedule (Total Price)

The Total Price payable for the Apartment is **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only. The total price is inclusive of the Other Charges as mentioned in clause 1.2 above but, exclusive of Goods & Service Tax (GST).

### Payment Plan

The Total Price shall be paid by the Allottee to the Promoter in the manner mentioned in the chart below, time being the essence of contract. The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Price and in addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts of Other Charges, as mentioned above, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Sl.	Payment Description	Percentage/Amount
1.	Booking Amount	<u>10</u> % of Total Price plus applicable GST
2.	At the time of Agreement	<u>0</u> % of Total Price plus applicable GST
3.	On Foundation Casting of Said Block	15 % of Total Price plus applicable GST
4.	On Ground Floor Roof Casting of Said Block	10 % of Total Price plus applicable GST
5.	On 1 <sup>st</sup> Floor Roof Casting of Said Block	10 % of Total Price plus applicable GST
6.	On 2 <sup>nd</sup> Floor Roof Casting of Said Block	10 % of Total Price plus applicable GST
7.	On 3 <sup>rd</sup> Floor Roof Casting of Said Block	10 % of Total Price plus applicable GST
8.	On 4 <sup>th</sup> Floor Roof Casting of Said Block	10% of Total Price + Diesel Generator + Transformer Charges & Electricity plus applicable GST
9.	On Brickwork of Said Unit	10 % of Total Price + Intercom + Water Filtration plus applicable GST

10.	On Possession of Said Unit	15 % of Total Price + Maintenance Charges + Sinking Fund + Legal Charges + Association Formation Charges plus applicable GST
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**4<sup>th</sup> Schedule**  
**Part I**  
**(Common Portions)**

- Lobby at the ground level of the Said complex
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block
- Intercom Network in the Said Block
- External walls of the Said Block
- Lift (s)
- Lobbies on all floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Unit)
- Electricity meter (s) for common installations and space for their installation
- Electricity Cable for common installations in the Said Block, if any
- Generator (s)
- Demarcated portion of the roof above top floor of Said Block

**Part II**  
**(Said Complex Common Portions)**

- Boundary walls and main gate
- Internal roads and walkways
- Generator(s)
- Multi-faceted Roof Top Area
- Landscaped Green Area
- Community Hall
- Swimming Pool & Gym
- Roof Top Garden

**In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

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As constituted attorney for Owner  
**[OWNER]**

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Partner  
Vinayak Realtech Properties LLP  
**[PROMOTER]**

(NAME)  
[ALLOTTEE]

**Witnesses:**

Signature\_\_\_\_\_

Name\_\_\_\_\_

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

Address\_\_\_\_\_

\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

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

Address\_\_\_\_\_

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