

# **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made on this \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand and Twenty Six

**BETWEEN**

**M/S NIRMALA DEVELOPERS (PAN AARFN0495R)** a Partnership firm having its principal place of business at 916 Lake Town 'Block – A', First floor, P.S. Lake Town, Kolkata – 700089, represented by one of the partner namely **MR. AAYUSH TEKRIWAL, (PAN ABXPT9559K) (AADHAR No. 532158995808)**, son of Mr. Dwarika Prasad Tekriwal, by Religion – Hindu, by occupation – Business, by Nationality – Indian, residing at P-227, Lake Town, Block-'B', Police Station – Lake Town, Kolkata – 700 089, hereinafter called the **"PROMOTER/VENDOR"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successor or successors and assigns) of the **ONE PART**.

**AND**

**(1)** ..... **(PAN.** ..... **) (AADHAR No.....)** son of ....., by faith ....., by occupation ....., residing at ....., Post Office – ....., Police Station. – ....., Pin – ....., District – ..... hereinafter called and referred to as the **ALLOTTEE/PURCHASER**, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

The Vendor and the Allottee/Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

WHEREAS:

A. The Vendor is the absolute and lawful owner of **ALL THAT** piece and parcel of land measuring **33 decimals more or less equivalent to 20 Cottahs more or less** out of 58.90 decimals more or less **together with two R.T shed structure each measuring 1500 sq. ft. more or less** (cemented flooring) standing there upon lying and situate at Mouza – Dakshindari, C.S. /R.S. and L.R. Dag No. – 883 C.S. Khatian No. – 232, R.S. Khatian No. 627, L.R. Khatian No. 137, presently L.R. Khatian No. 1218, P.S. – Dum Dum presently Lake Town, Holding No. 1204/A, Dakshindari Road, presently 1204/A/1 Sadhana Ausadhalay Road, Ward No. – 33, within the jurisdiction of South Dum Dum Municipality, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, Kolkata – 700048 District – 24 Parganas (North), together with all easementary rights hereinafter called the said **"LAND"**, morefully and particularly described in the **SCHEDULE A** hereunder written.

The Vendor herein was desirous of constructing a multi storied building in the said **"LAND"** and hence obtained building plan duly sanctioned from the concerned South Dum Dum Municipality.

B. The Said **"LAND"** is earmarked for the purpose of building a residential, purpose project, comprising G + 17 storied buildings consisting of residential apartments and car parking spaces and the said project shall be known as **"THE 96"** ("Project").

C. The Promoter/Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said **“LAND”** on which the Project is to be constructed have been completed;

D. The South Dum Dum Municipality has granted the commencement certificate to develop the Project. The Promoter / Owner applied for a G + 17 storied building sanctioned plan from the concerned South Dum Dum Municipality with regard to the Said **“LAND”** and has also obtained the same vide Building Plan No. 1077 dated 23.12.2024 paying the requisite fees, and the final layout plan has also been obtained. Moreover, the specifications and approvals for construction of the said multistoried Residential, semi commercial, Building, including valet car parking spaces and other constructed areas from concerned South Dum Dum Municipality and / or concerned Authorities.

E. The Promoter/Vendor has obtained the final layout plan approvals for the project from South Dum Dum Municipality. The Promoter/Vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Sec 14 of the Act and other laws as applicable, except internal minor changes;

F. The Promoter/Vendor has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_ on \_\_\_\_\_ under registration.

G. The Allottee applied for an Unit/Apartment in the Project vide Application no. .... dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ and super built up area of ..... **square feet, (tiles flooring)** more or less on the ..... **floor** together with right to park a car in the ..... floor of the project morefully and particularly described in **Schedule B** written hereunder and hereinafter referred to as the **“UNIT / APARTMENT”** and the floor plan of the **“UNIT / APARTMENT”** is annexed hereto and marked as Annexure; as permissible under the applicable law and of pro rata share in the common areas morefully and particularly described in **Schedule E** written hereunder and hereinafter referred to as the **“COMMON AREAS”** as defined under clause (n) of Section 2 of the Act.

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

I. The Parties hereby confirm that they are signing this Agreement and that the Allottee herein has taken inspection of the abstracts of title of the Promoter/Vendor and also the said sanctioned plan, and materials relating to the said unit, being **“UNIT / APARTMENT”**, within the said Project, and made themselves fully conversant with the contents thereof, and has fully satisfied themselves as to the title of the present owner- the Promoter/Vendor with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Vendor hereby agrees to sell and the Allottee hereby agrees to purchase the Unit / Apartment morefully mentioned in **Schedule B**, written hereunder.

**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/Vendor agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit / Apartment morefully and particularly mentioned in the **Schedule B**.

1.2 The Total Price payable for the Unit / Apartment is morefully and particularly mentioned in the **Schedule-C**, written hereunder.

Block / Building / Tower No.	Rate of Apartment per square feet
Apartment No.	
Type	
Floor	

**AND**

Garage / Closed Parking	Price for 1
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**Explanation:**

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

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Vendor by way of value Added Tax, Service Tax, GST, CGST if any as per law and cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter/Vendor) up to the date of handing over the possession of the Unit / Apartment.

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

(iii) The Promoter/Vendor shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 10 (ten) days from the date of such written intimation. In addition, the Promoter/Vendor 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 Completed Unit / Apartment finished as per specifications morefully and particularly mentioned in **Schedule D**, written hereunder along with the misc. charges includes recovery of price of land underneath the building, 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 Unit / Apartment and the Project but it will exclude Taxes.

1.3 The Total Price is escalation-free, save and except increases which the Allottee / Purchaser 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/Vendor undertakes and agrees that while raising a demand on the Allottee / Purchaser for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter/Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee / Purchaser, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) / Purchaser shall make the payment as per the payment plan set out in "Payment Plan" morefully and particularly mentioned in **Schedule C** written hereunder. Further the Allottee / Purchaser shall also bear all the stamp duty, registration fee and allied expenses payable on this agreement and the sale deed and other documents to be executed in pursuance hereof.

1.5 It is agreed that the Promoter/Vendor is entitled to make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Unit / Apartment, without the previous written consent of the Allottee/ Purchaser. Provided that the Promoter/Vendor may make such minor additions or alterations as may be required by the Allottee / Purchaser, with prior approval of the Allottee / Purchaser on payment of extra charges by the Allottee / Purchaser, if any, as may be applicable for such addition alteration.

1.6 Subject to clause 8.2 the Promoter/Vendor agrees and acknowledges, the Allottee / Purchaser shall have the right to the Unit /Apartment as mentioned in **Schedule-B**:

(i) The Allottee / Purchaser shall have exclusive ownership of the Unit / Apartment.

(ii) The Allottee / Purchaser shall also have right to use the Common Areas transferred to the association of Allottees / Purchaser. Since the share interest of Allottee / Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee / Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Promoter/Vendor shall hand over the common areas to the association of Allottees / Purchaser after duly obtaining the completion certificate from the competent authority. Further, the right of the Allottee / Purchaser to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time. That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

(iii) The Allottee / Purchaser has the right to visit the project site to assess the extent of development of the project and his / her / their Unit / Apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.7 It is made clear that the Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee / Purchaser as morefully mentioned clause No. I hereinabove. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees / Purchaser of the project.

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely THE 96 shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.8 The Allottee / Purchaser has paid a sum to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter/Vendor hereby acknowledges and the Allottee / Purchaser hereby agrees to pay the remaining price of the Unit / Apartment as prescribed in the **Payment Plan [Schedule C]** as may be demanded by the Owner / Promoter within the time as specified and in the manner in the **Payment Plan [Schedule C]**.

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

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

Subject to the terms of the Agreement and the Promoter/Vendor abiding by the construction milestones, the Allottee / Purchaser shall make all payments, on written demand by the Promoter/Vendor, within the stipulated time as mentioned in the Payment Plan (**Schedule C**) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

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

3.1 The Allottee / Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter/Vendor with such permission, approvals which would enable the Promoter/Vendor to fulfill its obligations under this, Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall he made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of

India or any other applicable law. The Allottee / Purchaser 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/Vendor accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee / Purchaser shall keep the Promoter/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser to intimate the same in writing to the Promoter/Vendor immediately and comply with necessary formalities if any under the applicable laws, The Promoter/Vendor shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee / Purchaser 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/Vendor shall be issuing the payment receipts in favour of the Allottee / Purchaser only.

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

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

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

Time is of essence for the Promoter/Vendor as well as the Allottee. The Promoter/Vendor shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Vendor as provided in Schedule B ("Payment Plan").

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

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

6.2 The Allottee / Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption in the construction and completion of the Building or any part thereof and / or Building Complex by the Promoter/Vendor

including in its making minor alterations thereto (notwithstanding any temporary obstruction or disturbance in his using and enjoying his Designated Unit).

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

**7.1 Schedule for Possession of the said Apartment:** This Agreement for Sale is without possession. Subject to the Allottee / Purchaser meeting all his obligations under this Agreement and force majeure, the Promoter/Vendor assures to hand over complete habitable peaceful vacant possession of the Unit / Apartment along with ready and complete common areas to the association of Allottees / Purchasers subject to the same being formed and registered, with all specifications, amenities and facilities of the project within 31<sup>st</sup> December, 2029 with a maximum extension period of 06 (six) months only owing to Force Majeure as defined in Black Law's dictionary. The stipulated time above shall be the essence of the Agreement unless delay is caused by Force Majeure as defined in Black Law's dictionary.

**7.2 Procedure for taking possession** - The Promoter/Vendor, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Unit / Apartment, to the Allottee / Purchaser in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Allottee / Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Vendor / association of allottees, as the case may be from the date of the issuance of the completion certificate for the project. The Promoter/Vendor shall hand over the photocopy of completion certificate of the project to the Allottee / Purchaser at the time of registration of sale deed of the same.

**7.3 Failure of Allottee / Purchaser to take Possession of Apartment** - Upon receiving a written intimation from the Promoter/Vendor as per clause 7.2, the Allottee / Purchaser shall take possession of the Unit / Apartment from the Promoter/Vendor by executing Registered Deed of Sale and such other documentation, if any, as prescribed in this Agreement, and the Promoter/Vendor shall give possession of the Unit / Apartment to the Allottee / Purchaser. In case the Allottee / Purchaser fails to take possession within the time provided in clause 7.2 such Allottee / Purchaser shall be liable to pay interest @ 10% on amount due and payable in terms of this agreement, maintenance charges as specified in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable municipal tax and other outgoings and further holding charge of Rs.10,000/- per month or part thereof for the period of delay of to taking possession.

**7.4 Possession by the Allottee / Purchaser** - After obtaining the completion certificate and handing over physical possession of the Unit / Apartment to the Allottee / Purchaser, it shall be the responsibility of the Promoter/Vendor 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;

Provided that, in the absence of any local law, the Promoter/Vendor shall handover the necessary documents and plans, including common areas, to the association of Allottee / Purchaser or the competent authority, as the case may be, within sixty days after formation and registration of the association of Allottee / Purchaser.

**7.5 Cancellation by Allottee** - The Allottee / Purchaser shall have the right to cancel/ withdraw his booking in Unit / Apartment in the Project subject to deduction of 10% of the total consideration amount, if the said cancellation is done after execution of the present

and a sum of Rs. 1,00,000/- to be deducted if cancelled before execution of the agreement; morefully and particularly described in clause 8.2 as specified above.

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

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

(i) The Promoter/Vendor has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said **"LAND"** and absolute, actual, physical and legal possession of the said **"LAND"** for the Project;

(ii) The Promoter/Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project; Be it mentioned the Promoter/Vendor will take permissions from Competent Authority only to that extent which will be necessary for the purpose of construction of the subject project.

(iii) There is no encumbrances upon the said **"LAND"** or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said **"LAND"**, Project or the Unit / Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said **"LAND"** and Unit / Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said **"LAND"**, Building and Unit / Apartment and common areas till the date of handing over of the project to the association of Allottees / Purchasers;

(vi) The Promoter/Vendor 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 / Purchaser created herein, may prejudicially be affected;

(vii) The Promoter/Vendor has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Unit / Apartment which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;

(viii) The Promoter/Vendor confirms that the Promoter/Vendor is not restricted in any manner whatsoever from selling the said Unit / Apartment to the Allottee / Purchaser in the manner contemplated in this Agreement;

(ix) At the time of execution of the deed of sale the Promoter/Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit / Apartment to the Allottee / Purchaser and the common areas to the association of Allottee / Purchaser once the same being formed and Registered;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said **"LAND"**;

(xi) The Promoter/Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped

with all the specifications, amenities and facilities) has been handed over to the Allottee / Purchaser and the association of Allottees / Purchasers or not;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Vendor in respect of the said "**LAND**" and/or the Project.

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

Subject to the Force Majeure clause, the Promoter/Vendor shall be considered under a condition of Default if the Promoter/Vendor fails to provide ready to move in possession of the Unit / Apartment to the Allottee / Purchaser within the time period specified in clause 7.1, the Allottee / Purchaser is either entitled to stop making further payments to Promoter/Vendor as demanded by the Promoter. If the Allottee / Purchaser stops making payments the Allottee / Purchaser, shall correct the situation by completing the construction milestones and only thereafter the Allottee / Purchaser be required to make the next payment without any interest. Be it mentioned apart from Force Majeure if the Promoter/Vendor fails to construct the Designated Unit / Apartment within the time period specified in clause 7.1, then the Promoter/Vendor shall be liable to pay to the Allottee / Purchaser interest at the rate specified in the Act on the part payment of the consideration until then paid by the Allottee / Purchaser to the Promoter/Vendor for the period of delay PROVIDED THAT if the delay continues for a period of more than 06 (six) months the Allottee / Purchaser shall be entitled at any time thereafter to cancel the contract placed hereunder by a notice in writing. In the event of such cancellation, the Promoter/Vendor shall refund the entire earnest money until then paid by the Allottee / Purchaser to the Allottee / Purchaser with interest at the rate specified in the Act within 45 days of such cancellation.

For the purpose of this para 'ready to move in possession' shall mean that the Unit / Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

The Allottee / Purchaser shall be considered under a condition of Default, in case the Allottee / Purchaser fails to make payments within 10 days as per the **Payment Plan (Schedule C)** annexed hereto, or commits any breach of the terms or conditions herein contained, from the date of demand then or in any of such events, the Promoter/Vendor may at its sole option can change interest / penalty charges @ 18% per annum. Further if the Allottee / Purchaser still fails to make the payment within 30 days then the Promoter/Vendor will be at liberty to terminate and rescind this agreement. In the event of such termination and recession, the rights and claims, if any, of the Allottee / Purchaser against the Promoter/Vendor, the Designated Unit / Apartment, shall stand extinguished without the right of the Allottee / Purchaser over and in respect of the same and the Promoter/Vendor shall be entitled to forfeit a sum equivalent to 10% of the total consideration amount and the interest accrued till the date of recession and termination of this agreement on the delayed payments, if any and as and by way of pre - determined compensation and liquidated damages and further the Promoter/Vendor will be at liberty to enter into fresh Agreement for Sale with any third Party and the Allottee / Purchaser herein shall raise no objection to the same. The balance amount, if any, remaining with the Promoter/Vendor out of the earnest monies until then received, by the Promoter/Vendor from the Allottee / Purchaser without any interest within 45 days from the date of such

termination or recession of this Agreement. It is agreed by the parties that the pre – determined compensation and liquidated damages mentioned above to be genuine and reasonable estimate of the damage expected to be suffered by the Promoter/Vendor in the event mentioned hereinabove. Consequently, it will not be open to the Allottee / Purchaser, at any time, to contend to the contrary.

For better understanding total consideration shall mean the full sale price as mentioned herein **Schedule C Schedule C – 1**

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

The Promoter/Vendor, on receipt of Total Price of the Apartment as per **Schedule - C** under the Agreement from the Allottee / Purchaser, shall execute a deed of sale drafted by the Owner / Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 30 (thirty) days from the date of issuance of the completion certificate to the Allottee / Purchaser: However, in case the Allottee / Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee / Purchaser authorizes the Promoter/Vendor to withhold registration of the deed of sale in his/her favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement.

**11. MAINTENANCE – IN – CHARGE AND ASSOCIATION:-**

The cost of maintenance will be paid/borne by the Allottee / Purchaser from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees / Purchaser and thereafter to the association of Allottees/ Purchaser. The Allottee / Purchaser shall before taking possession of the apartment pay @Rs..... per sq. ft. on the super built-up area of the Unit / Apartment together with applicable GST towards cost of such maintenance for the initial period of one year.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re- constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Unit / Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi storied building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Unit / Apartment of Allottee.

- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, plumbers, electricians etc. including perquisites, bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter/Vendor, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee / Purchaser. However, neither the Promoter/Vendor shall ask for any extra amount on that account, for the said period, nor the Allottee / Purchaser shall ask for any deduction for the same.

- The common areas and installations shall be in the exclusive control, management and administration of the Promoter/Vendor who shall be the Maintenance – In – Charge and the Promoter/Vendor will maintain and provide the essential services in the Project till the taking over charge of the acts relating to maintenance of the Project by the Association.

□ An association either by way of incorporating a Company under Section 8 and / or other provisions of the Companies Act, 2013 or a Society under the West Bengal Societies Registration Act, 1961 or any other association of persons, with such rules and regulations as may be decided by the Promoter/Vendor shall be formed by the Promoter/Vendor for the common purposes relating to the Building Complex. The Allottee / Purchaser shall participate and co – operate with the Promoter/Vendor in its forming such association and agrees and covenants to become shareholder of such company or a member of such society / association of persons as may be deemed necessary and expedient by the Promoter/Vendor and to abide by all the rules and regulations restrictions and bye – laws as framed and / or made applicable by the Promoter/Vendor and / or the Association for carrying out the common purposes. The Allottee / Purchaser hereby unequivocally agrees and undertakes to co operate with the Promoter/Vendor fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to the formation of the Association as mentioned herein.

- Within 60 (sixty) days from the date of obtaining occupancy / completion certificate in respect of the Project / Building Complex, the Promoter/Vendor shall subject to formation of Association as mentioned above, handover and / or transfer to the Association all rights, responsibilities, liabilities and obligations with regard to the common purposes whereupon only the Association shall be entitled thereto and obliged therefore and the Promoter/Vendor shall be fully relieved of its responsibilities and obligations in respect thereof.

□ In case due to non– cooperation or non – participation of the Allottee / Purchaser or the Co – Allottee / Co – Purchaser with the Promoter/Vendor or for any reason beyond the control of the Promoter/Vendor, the Association is not formed, the Promoter/Vendor shall be entitled to send notice in writing to the Allottee / Purchaser and Co – Allottees / Co – Purchasers for the time being to take over charge of the acts relating to common purposes within the period specified therein whereupon the Allottee / Purchaser along with the other Co – Allottees / Co – Purchasers shall within 01 (one) month of receiving such notice, themselves form the Association for the common purposes and the Promoter/Vendor shall not be responsible and liable therefore **PROVIDED THAT** in case on the date of expiry of 01

(one) month from the date of sending the notice by the Promoter/Vendor the association is not formed by the Allottee / Purchaser and the co – Allottees / Co – Purchasers then all such rights, responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been handed over and / or transferred by the Promoter/Vendor to all the Co – Allottees / Co – Purchasers for the time being the Building Complex and thereupon only the Co – Allottees / Co – Purchasers shall be entitled thereto and obliged therefore fully and in all manner and the Promoter/Vendor shall be and / or be deemed to be fully relieved of all its responsibilities and obligations with regard thereto.

□ The voting rights of the Allottee / Purchaser in the Association and also in all matters related to the common purposes shall be in proportion in which the super – built up area of the Unit / Apartment may bear to the super built up area of all the Units / Apartments in the building Complex.

□ The rules, regulations, and /or bye laws of the said Association and those that the Association may frame or apply in respect of the Project / Building Complex or any part thereof shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Promoter/Vendor hereunder reserved and or belonging to the Owner / Promoter.

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

The Allottee / Purchaser shall, after taking possession, be solely responsible to maintain the Unit / Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit / 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 Unit / Apartment and keep the Unit / Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee / Purchaser 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees / Purchasers 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 / Purchaser shall not store any hazardous or combustible goods in the Unit / Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee / Purchaser shall also not remove any wall including the outer and load bearing wall of the Unit / Apartment.

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

**13. DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the

Promoter within a period of 5 (five) years by the Allottee / Purchaser from the date of obtaining Occupancy Certificate, it shall be the duty of the Promoter/Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Vendor's failure to rectify such defects within such time, the aggrieved Allottees / Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is however made clear that, in case the Allottee / Purchaser, without first notifying the Promoter/Vendor and without giving to it the opportunity to inspect assess and determine the nature of the purported structural defect, then the Promoter shall be relieved of its obligation to rectify such purported defect and the Allottee / Purchaser shall not be entitled to any cost or compensation in respect thereof.

**14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES** The Allottee hereby agrees to purchase the [Apartment] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS** The Promoter/Vendor/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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.

**16. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within "The 96", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements (if any) in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

It is agreed that the Promoter/Vendor has right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and

specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed and the Allottee / Purchaser shall raise no objection to the same.

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

After the Promoter/Vendor executes this Agreement he shall not mortgage or create a charge on the Unit / 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 / Purchaser who has taken or agreed to take such Unit / Apartment. During the period of construction or before that, the Promoter/Vendor may obtain construction Finance but without creating any liability on Allottee / Purchaser.

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee / Purchaser by the Promoter/Vendor does not create a binding obligation on the part of the Promoter/Vendor or the Allottee / Purchaser until, firstly, the Allottee / Purchaser 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 / Purchaser and secondly, appears for registration of the same before the concerned ADSR Bidhannagar or DSR Barasat or ARA Kolkata as and when intimated by the Promoter/Vendor. If the Allottee(s) / Purchaser fails to execute and deliver to the Promoter/Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser and/or appear before the concerned ADSR Bidhannagar or DSR Barasat or ARA Kolkata for its registration as and when intimated by the Promoter/Vendor, then the Promoter/Vendor shall serve a notice to the Allottee / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / Purchaser, application of the Allottee / Purchaser shall be treated as cancelled upon deduction of 10% of the total consideration amount and refund of the balance amount (if any).

**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 / Apartment.

**23. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any

subsequent Allottees / Purchasers of the Unit / Apartment, in case of a transfer, as the said obligations go along with the Unit / Apartment for all intents and purposes.

Be it mentioned no assignment of this present Agreement for Sale can be made by the Allottee / Purchaser within 12 (twelve) months from the date of the execution of the present Agreement for Sale which shall be deemed to be the lock in period.

Further more in case the Allottee / Purchaser assigns his / her respective right to a third party after efflux of this aforesaid lock in period i.e. 12 months from the date of the execution of the present, the Allottee / Purchaser shall have to pay Rs. 100/- per sq. ft. to the Promoter/Vendor for the said assignment.

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

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

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

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

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

Unit for measurement :

(a) Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area thereof, and also includes the thickness of external walls, columns and pillars and exclusive balcony / verandah and also includes 50% of the plinth area of the attached terrace, if any. Provided that if the external walls, columns or pillars are common between the Designated Unit /Apartment and any adjacent Unit / Apartment, then only one – half area thereof shall be a part of the built – up area of the Designated Unit Apartment.

(b) Carpet Area: Here Carpet area is defined as the usable area of the flat / apartment and internal partition walls thereof but excludes the area covered by the internal walls and areas under services shafts, exclusive balcony / verandah and exclusive open terrace.

(c) Total Covered Area: Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

### **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/Vendor on its own or through its authorized signatory at the Promoter/Vendor's Office, or at some other place, which may be mutually agreed between the Promoter/Vendor and the Allottee / Purchaser, in after the Agreement is duly executed by the Allottee / Purchaser and the Promoter/Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

### **30. NOTICES:**

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

It shall be the duty of the Allottee / Purchaser and the Promoter/Vendor 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/Vendor or the Allottee / Purchaser, as the case may be.

### **31. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter/Vendor to the Allottee / Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees / Purchasers.

### **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 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 referred for arbitration to an arbitral tribunal comprising of three individuals, one arbitrator each to be appointed by the Promoter/Vendor, and the Allottee / Purchaser and the third arbitrator (Umpire) to be appointed by two arbitrators Promoter/Vendor, and the Allottee / Purchaser, and the same shall be adjudicated in accordance with the Arbitration and Conciliation Act, 1956 as amended up to date. The Arbitral Tribunal shall have the right to proceed summarily and to make interim awards. The Arbitration shall be held at Kolkata and in English language.

**MISCELLANEOUS:**

The Allottee / Purchaser is aware that the price of the Unit / Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter/Vendor and the Allottee / Purchaser shall not claim, demand or dispute in regard thereto.

In case payment is made by any third party on behalf of Allottee / Purchaser, the Promoter/Vendor will not be responsible towards any third party making such payment/remittances on behalf of the Allottee / Purchaser and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter/Vendor shall issue the payment receipts in the name of the Allottee / Purchaser only.

In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter/Vendor, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter/Vendor shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Schedule D**.

Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee / Purchaser shall not have any objection to it and further, the Allottee(s) / Purchaser(s) hereby give consent to the Promoter/Vendor that the Promoter/Vendor shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Unit / Apartment has been executed the Allottee(s) / Purchaser(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire Project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter/Vendor decides. The Allottee / Purchaser is also notified that the Promoter/Vendor may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Project and in that case the Promoter/Vendor may decide to provide for a passage way across this Project and for this purpose the Promoter/Vendor shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Project and their Association. The Promoter/Vendor may extend the size of the Project as

presently envisaged by causing development of another Project/Phase on land contiguous to the present Project whereupon the Promoter/Vendor will be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities which means that the facilities available in this Project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

The right of the Allottee / Purchaser shall remain restricted to his/her/their respective Unit / Apartment and the properties appurtenant thereto and the Allottee / Purchaser shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Unit / Apartment or space and/or any other portions of the Project.

In the event of cancellation of allotment and on deduction of the 10% of the total consideration amount after execution of the present, the Promoter/Vendor can enter into a fresh agreement against sale of the Designated Units / Apartment with any other interested person. Further the Allottee / Purchaser shall prior to receipt of refund on the above account from the Promoter/Vendor, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter/Vendor.

If due to any act, default or omission on the part of the Allottee, the Promoter/Vendor is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter/Vendor's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter/Vendor for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter/Vendor.

The Promoter/Vendor if possible will entertain on request of the Allottee for modification in the internal layouts of the Unit of the Blocks, to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. Moreover for such layouts if prices are charged extra the same shall be borne by the Allottee. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter/Vendor in writing and that the right of such access may be withdrawn by the Promoter/Vendor at any time without assigning any reasons.

The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter/Vendor PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered sale deed the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter/Vendor shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

The Allottee hereby undertakes that the Allottee / Purchaser has duly satisfied himself / herself / themselves with respect to right, title and interest of the Schedule land of the

Promoter/Vendor herein and on being satisfied with the same is executing the present and thus shall raise no claim and or issue with respect to the title of the subject land.

That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "THE 96" and the Promoter/Vendor shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter/Vendor shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

That on and from the date of possession of the said flat/unit, the Allottee shall:

- a. Co-operate in the management and maintenance of the said project THE 96.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter/Vendor and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottee hereby consents to:
  - (i). Use the said flat/unit for residential purpose only.
  - (ii). Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter/Vendor or the Association, upon formation, in writing.
  - (iii). Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
  - (iv). Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
  - (v). Not to place or cause to be placed any article or object in the common area.
  - (vi). Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
  - (vii). Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
  - (viii). Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter/Vendor) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
  - (ix). Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other allottees and/or occupiers of the said project.

(x). Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

(xi). Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter/Vendor / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Vendor /Association may affect the elevation in respect of the exterior walls of the said building.

(xii). Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottees and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

(xiii). Not to hold the Promoter/Vendor or Maintenance – In – Charge liable in any manner for any accident or damage will enjoying the Common areas and Installations by the Allottee or his family members, guests, visitors or any other person.

(xiv). Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.

(xvi). Use the Community Hall for small functions of their families or for the meeting of allottees of flat or for the use of any function /meeting by all the allottees of flat of the project.. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall (if any) and any other covered/ enclosed area of the said project "THE 96' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/Vendor / Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

(xv) To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

**SCHEDULE – A**

**SAID LAND**

**ALL THAT** piece and parcel of land measuring **33 decimals more or less equivalent to 20 Cottahs more or less** out of 58.90 decimals more or less lying and situate at Mouza – Dakshindari, C.S. /R.S. and L.R. Dag No. – 883 C.S. Khatian No. – 232, R.S. Khatian No. 627, L.R. Khatian No. 137, presently L.R. Khatian No. 1218, P.S. – Dum Dum presently Lake Town, Holding No. 1204/A, Dakshindari Road, presently **1204/A/1 Sadhana Ausadhalay Road**, Ward No. – 33, within the jurisdiction of South Dum Dum Municipality, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, Kolkata – 700048 District – 24 Parganas (North), together with all easementary rights and common facilities lying in the said building, is butted and bounded as follows :-

**ON THE NORTH** : By Natural City, Lake Town;

**ON THE SOUTH** : By Other Plot;

**ON THE EAST** : By 35 feet wide Road;

**ON THE WEST** : By others Plot.

**SCHEDULE – B**

**SAID APARTMENT**

**ALL THAT** Apartment being No. \_\_\_\_\_, on the \_\_\_\_\_ floor, total measuring \_\_\_\_\_ sq. ft. built-up area (more or less)\_\_\_\_\_sq. ft. (having carpet up area of \_\_\_\_\_square feet) **and exclusive balcony having area of ..... square feet (..... sq. mtr)) (Tiles flooring)** together with undivided proportionate share of the land underneath the building and with right to use the common area, amenities and facilities more fully mentioned in Schedule–E, of the said project **THE 96** at Holding No. 1204/A/1 Sadhana Ausadhalay Road, Ward No. 33 within the jurisdiction of South Dum Dum Municipality, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, Kolkata – 700048 District – 24 Parganas (North), together with all easementary rights and common facilities lying in the said building.

**TOGETHER WITH** one covered car parking space in the ground floor

**SCHEDULE ‘C’**

**(TOTAL PRICE)**

<b>SL. No.</b>	<b>PARTICULARS</b>	<b>CONSIDERATION (%)</b>	<b>CONSIDERATION AMOUNT (Rs)</b>

**NOTE:**

- Cheque to be drawn in favour of “**NIRMALA DEVELOPERS**”

**SCHEDULE ‘C1’**

**(MISC CHARGES)**

<b>SL.N O.</b>	<b>PARTICULARS</b>	<b>PERCENTAGE OF CONSIDERATION</b>	<b>AMOUNT TO BE PAID (Rs)</b>
1.	CESC Transformer charges		
2.	CESC Security Charges	On Actual	
3.	Club Membership Charges		
4.	Generator charges		
5.	Association Formation Fees		
		GST @ 18%	
		TOTAL	

• .

<b>DEPOSITS WITHOUT GST</b>			
1.	Maintenance Charges (12 months) @ Rs. ..../-	Rs. ..../- per sq. ft	

**.SCHEDULE ‘D’**

**(SPECIFICATIONS)**

1.	STRUCTURE	RCC (Reinforced Cement Concrete) Structure
2.	WALL FINISHES	Internal Walls – Putty Finish External Walls – Weatherproof External Paint
3.	WINDOWS	4mm Glass Powder – Coated Aluminium Windows
4.	DOORS	Door Frame – Wooden Frame Main and Internal Doors – Flush Door (Pine Wood) Door Lock – Godrej or Equivalent
5.	PIPING	UPVC and CPVC Pipes (Supreme or Equivalent)
6.	ELEVATORS	3 High – Speed Lifts (Kone/OTIS or equivalent)

7.	ELECTRICAL	Copper Wiring Modular Switches
8.	FLOORING	4' X 2' Premium Finish Vitrified Tiles
9.	BALCONY	Toughened Glass Painting
10.	KITCHEN	4' X 2' Modern Design Tiles Granite Countertop Dado up to 3 Feet Height
11.	SANITARY FITTING	Jaguar or Equivalent Premium Brand

**SCHEDULE 'E'**

**(COMMON AREAS, AMENITIES & FACILITIES)**

SL. NO.	AMENITIES
1.	Gymnasium
2.	Swimming Pool
3.	Terrace Garden
4.	Barbeque
5.	Multipurpose Court
6.	Kids Game Room
7.	Games Room
8.	24 x 7 Security and CCTV Camera
9.	Yoga Area
10.	Office
11.	Community Hall
12.	Card Room
13.	Temple

**SCHEDULE 'F'**  
**(DEVOLUTION OF TITLE)**  
**SAID PROPERTY**

**WHEREAS** one Girija Bhusan Mitra, the predecessor – in – interest of the Owners therein being the Father in Law of Smt. Gita Mitra and paternal grandfather of Sri Kaustab Mitra, Smt Sayantani Mitra and Smt Haimonti Bhattacharya along with Chandra Sekhar Miitra, Kanai Lal Mitra and Sunit Kumar

Mitra by virtue of inheritance and succession as per the then prevailing laws acquired chunks of land lying and situated under R.S. No. 6, J.L. No. – 25, Dag No. – 879, 881, 883, 884, 885, 891 and 892, Mouza – Dakshindari, P.S. – Dum Dum, District – 24 Parganas, A.D.S.R. Office at Dum Dum, thereby becoming the sole and absolute owners by recording their names in respect of the said property.

**AND WHEREAS** on 03.02.1971 by virtue of a registered Deed of Partition said Girija Bhusan Mitra, the predecessor – in – interest of the Owners therein being the Father in Law of Smt. Gita Mitra and paternal grandfather of Sri Kaustab Mitra, Smt Sayantani Mitra and Smt Haimonti Bhattacharya mutually partitioned the property so acquired by inheritance and succession as per the prevailing laws wherein inter alia Girija Bhusan Mitra became well seized, full and absolute Owner of **ALL THAT** the piece and parcel of land measuring 67.54 decimals more or less, by nature BASTU, and situated under Mouza – Dakshindari, R.S. No. 6, J.L. No. – 25, P.S. – Dum Dum, District – 24 Parganas.

	Khatian No.	Dag No.	Measurement of land
1)	232 (Satish Mitra)	883	<b>44.18 decimals</b> out of 2 Acres 65 Decimals
2)	232 (Krishna Chandra Mitra)	883	<b>14.72 decimals</b> out of 2 Acres 65 Decimals
3)	230 (Satish Mitra)	892	<b>4.32 decimals</b> out of 25.94 Decimals
4)	230 (Krishna Chandra Mitra)	892	<b>4.32 decimals</b> out of 25.94 Decimals
	TOTAL		<b>67.54 decimals</b>

and the same was recorded in Book No. – I, Volume No. – 57, Page No. – 76 to 88, Being No. – 2115 for the year 1971 registered in the Office of District Sub – Registrar Alipur, 24 Parganas.

**AND WHEREAS** after acquiring the afore stated property said Girija Bhusan Mitra, the predecessor – in – interest of the Owners therein being the Father in Law of Smt. Gita Mitra and paternal grandfather of Sri Kaustab Mitra, Smt Sayantani Mitra and Smt Haimonti Bhattacharya while well seized and possessed of **ALL THAT** piece and parcel of land admeasuring 67.54 decimals more or less together with three R.T shed structure each measuring 1500 sq. ft. more or less (cemented flooring) lying and situate at Mouza – Dakshindari, C.S. Dag No. – 883 and 892, R.S. and L.R. Dag No. – 883 and 892, C.S. Khatian No. – 232, 230, R.S. Khatian No. 627, L.R. Khatian No. 137, P.S. – Dum Dum presently Lake Town, within the jurisdiction of South Dum Dum Municipality, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, Kolkata – 700048 District – 24 Parganas (North), together with all easementary rights died intestate on 11.04.1979 and his wife namely Hashi Rani Mitra being the mother in law of Smt Gita Mitra and paternal grandfather of Sri Kaustab Mitra, Smt Sayantani Mitra and Smt Haimonti Bhattacharya, died intestate on 14.11.1991 leaving behind their two sons namely Partha Sarathi Mitra and Amitava Mitra as their legal heirs and successors who jointly inherited the undivided share in the above referred property (each being Owner of 33.77 decimals of land more or less along with undivided share in the three R.T shed structures each measuring 750 sq. ft. more or less standing thereon) by virtue of inheritance and succession as per the Hindu Succession Act, 1956 as amended upto date and as per the prevailing laws,

**AND WHEREAS** after acquiring the subject property by virtue of inheritance and succession and while seized and possessed of the subject property said Partha Sarathi Mitra died intestate on 08.12.2018 leaving behind his surviving wife namely Gita Mitra and only son namely Kaustab Mitra who jointly inherited the undivided share of Partha Sarathi Mitra in the above referred property i.e. 33.77 decimals of land more or less along with undivided share in the three R.T shed structures each measuring 750 sq. ft. more or less standing thereon, by virtue of Hindu Succession Act, 1956 as amended upto date and as per the prevailing laws.

**AND WHEREAS** after acquiring the subject property by virtue of inheritance and succession and while seized and possessed of the subject property said Amitava Mitra and his wife namely Soma Mitra died intestate on 12.10.2022 and 04.10.2024 respectively leaving behind their surviving two daughters namely Sayantani Mitra and Haimonti Bhattacharya who jointly inherited the undivided share of Amitava Mitra in the above referred property i.e. 33.77 decimals of land

more or less along with undivided share in the three R.T shed structures each measuring 750 sq. ft. more or less standing thereon by virtue of Hindu Succession Act, 1956 as amended upto date and as per the prevailing laws.

**AND WHEREAS** thus in the afore stated manner by virtue of inheritance and succession as per the Hindu Succession Act, 1956 as amended upto date and as per the prevailing laws and subsequently mutating their names in the roll of concerned South Dum Dum Municipality under Holding No. 1204/A, Dakshindari Road, Ward No. 33, Kolkata – 700048, said Gita Mitra, Kaustab Mitra, Sayantani Mitra and Haimonti Bhattacharya the Owners therein jointly became well seized, full and absolute owner of **ALL THAT** piece and parcel of land admeasuring 67.54 decimals more or less together with three R.T shed structure each measuring 1500 sq. ft. more or less (cemented flooring) lying and situate at Mouza – Dakshindari, C.S. Dag No. – 883 and 892, R.S. and L.R. Dag No. – 883 and 892, C.S. Khatian No. – 232, 230, R.S. Khatian No. 627, L.R. Khatian No. 137, P.S. – Dum Dum presently Lake Town, District - North 24 Parganas, Kolkata – 700048 under the jurisdiction of South Dum Dum Municipality, Ward No. – 33, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), together with all easementary rights, quasi easementary rights, privileges and liberties, thereby paying taxes regularly and enjoying peaceful possession of the same.

**AND WHEREAS** while seized and possessed of the subject property said Gita Mitra, Kaustab Mitra, Sayantani Mitra and Haimonti Bhattacharya the Owners therein owing to paucity of fund were desirous of selling part of the subject property i.e. **ALL THAT** piece and parcel of land measuring **33 decimals more or less equivalent to 20 Cottahs more or less** out of 58.90 decimals more or less **together with two R.T shed structure each measuring 1500 sq. ft. more or less** (cemented flooring) standing there upon lying and situate at Mouza – Dakshindari, C.S. /R.S. and L.R. Dag No. – 883 C.S. Khatian No. – 232, R.S. Khatian No. 627, L.R. Khatian No. 137, P.S. – Dum Dum presently Lake Town, Holding No. 1204/A, Dakshindari Road, Ward No. – 33, within the jurisdiction of South Dum Dum Municipality, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, Kolkata – 700048 District – 24 Parganas (North), together with all easementary rights on as it where it basis morefully and particularly described in the First Schedule written hereunder and hereinafter called and referred to as the “**SAID PROPERTY**” and on gaining knowledge about the same the Purchaser therein

being the Promoter / Vendor herein namely M/S NIRMALA DEVELOPERS were desirous of purchasing the same and hence on 17.04.2025 a registered Deed of Conveyance was executed by and between Gita Mitra, Kaustab Mitra, Sayantani Mitra and Haimonti Bhattacharya the Owners therein and M/S NIRMALA DEVELOPERS the Purchaser therein being the Promoter / Vendor herein for valuable consideration mentioned therein and the same was recorded in Deed Being No. 150400794 for the year 2025 registered in the office of ADSR Bidhannagar, Salt Lake City.

AND WHEREAS subsequently after the said purchase said M/S NIRMALA DEVELOPERS the Promoter / Vendor herein duly mutated it's name in the roll of the concerned South Dum Dum Municipality under Holding No. 1204/A/1 Sadhana Ausadhalay Road, Ward No. 33, Kolkata – 700048, and also in the roll of B.L. and L.R.O under L.R. Khatian No. 1218, thereby paying taxes regularly and enjoying peaceful possession of the same free from all encumbrances.

AND WHEREAS said M/S NIRMALA DEVELOPERS the Promoter / Vendor herein while seized and possessed of the same was desirous of constructing multi storied building in the subject property i.e. **ALL THAT** piece and parcel of land measuring **33 decimals more or less equivalent to 20 Cottahs more or less** out of 58.90 decimals more or less lying and situate at Mouza – Dakshindari, C.S. /R.S. and L.R. Dag No. – 883 C.S. Khatian No. – 232, R.S. Khatian No. 627, L.R. Khatian No. 137, presently L.R. Khatian No. 1218, P.S. – Dum Dum presently Lake Town, Holding No. 1204/A, Dakshindari Road presently Holding No. 1204/A/1 Sadhana Ausadhalay Road, within the jurisdiction of South Dum Dum Municipality, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, Kolkata – 700048 District – 24 Parganas (North), together with all easementary rights and common facilities lying in the said building and hence started constructing multi storied building thereat under the name and style **THE 96**, as per the building plan vide No. .... dated ..... duly sanctioned by the South Dum Dum Municipality, containing several self contained flats, and other space or spaces therein, herein called the said **“LAND”**, morefully and particularly described in **SCHEDULE A** hereinabove written.

**IN WITNESS WHEREOF** the parties hereto above named set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED BY  
THE VENDOR, THE PURCHASER  
AND THE PROMOTER AT KOLKATA  
IN THE PRESENCE OF :

1.

---

**MR. AAYUSH TEKRIWAL**  
**PARTNER OF**  
**“M/S NIRMALA DEVELOPERS”**

---

..... PROMOTER/VENDOR/FIRST PART

2..

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....PURCHASER/SECOND PART

1.

2.

**Drafted by me as per the instructions of the parties hereto:**

**Advocate**

**RECEIPT**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of Rs..... (Rupees ..... ) only as earnest money under this Agreement for Sale as per Memo of Consideration given hereunder :-

**MEMO OF CONSIDERATION**

SL.NO	DATE	CASH /CHEQUE NO.	BANK'S NAME & BRANCH	AMOUNT

**Rs. ..../-**

**(Rupees ..... ) only**

**WITNESSES :**

**1.**

**2.**

\_\_\_\_\_  
**MR. AAYUSH TEKRIWAL**  
**PARTNER OF**  
**“M/S NIRMALA DEVELOPERS”**  
..... PROMOTER/VENDOR/FIRST PART