

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and executed at Kolkata on this      Day of  
Two Thousand Twenty-Five (2025),

**BETWEEN**

**1. SHRI BAPPA DEBNATH**, son of Shri Kanai Debnath, having his Income Tax Permanent Account No. (**AWYPD 8322Q**), Aadhaar No. (**9555 4128 5258**), By Faith – Hindu, By Nationality-Indian, By Occupation-Business, residing at Rakhhal Ghosh Road, Post Office- Harinavi, Police Station- Sonarpur, Pin-700148, hereinafter referred to as **LANDOWNER** duly represented by his Constituted Attorney, namely **KABERI CONSTRUCTION PVT LTD**, a Private Limited Company, having its registered office at Shibani Apartment, Ground Floor, Balia More, Post Office-Garia, Police Station-Narendrapur, Kolkata-700084, District-South 24 Parganas, West Bengal, represented by its Managing Director namely **1) SHRI SEKHAR CHANDRA BISWAS**, son of Late Dharendra Nath Biswas, having his Income Tax Permanent Account No. (**ADZPB 4510G**), Aadhaar No. (.....), by Faith-Hindu, by occupation Business, residing at “**Mangalam**”, 258, Srirampur North, Milan Park, Post Office-Garia, Police Station-Narendrapur, Kolkata-700084, District South 24 Parganas, in the state of West Bengal by virtue of a registered power of attorney registered at the office of Additional District Sub Registrar at Sonarpur, recorded in Book No. I, Volume No. 1608- 2023, pages from 28530 to 28544, being no 1253 for the year 2023. (which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include their successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

**AND**

**M/S KABERI CONSTRUCTION PVT LTD**, a Private Limited Company, having its registered office at Shibani Apartment, Ground Floor, Balia More, Post Office-Garia, Police Station-Narendrapur, Kolkata-700084, District-South 24 Parganas, West Bengal, represented by its Managing Director namely **1) SHRI SEKHAR CHANDRA BISWAS**, son of Late Dharendra Nath Biswas, having his Income Tax Permanent Account No. (**ADZPB 4510G**), Aadhaar No. (.....), by Faith-Hindu, by occupation Business, residing at “**Mangalam**”, 258, Srirampur North, Milan Park, Post Office-Garia, Police Station-Narendrapur, Kolkata-700084, District South 24 Parganas, in the state of West Bengal hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

**AND**

**1) .....**, son/daughter of ....., having his/her Income Tax Permanent Account No. (.....), Aadhaar No. (.....), by Faith- Hindu, by Occupation-Service, Parmanent resident of ....., Post Office-....., Police Station-

....., Pin-....., District ....., West Bengal, in the state of West Bengal, hereinafter referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, legal representatives, successors, and/or assigns) of the **THIRD PART**.

### **DEVOLUTION AND BACKGROUND OF THE TITLE**

**A. WHEREAS** Mr. Bappa Debnath, the owner herein purchased a piece and parcel of land measuring 13 decimals Bastu land lying situated at and comprised in L.R. Dag No. 871 appertaining to L.R. Khatian No. 670 of Mouza Harinavi, Police Station Sonarpur, District-South 24 Parganas by virtue of Deed of Sale written in Bengali registered on 05.07.2022 at the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas and recorded in Book No-I, Volume No. 1608-2022, Pages 137578 to 137593, Being No. 5762 for the year 2022 and thereafter, during possession and enjoyment the said property the said Bappa Debnath, the owner herein got, mutated the said property in his name in the department of Block Land and Land Reforms at Sonarpur as 13 decimals Bastu Bastu Land at LR Plot No. 871 appertaining to L.R. Khatian No. 3978 of Mouza -Harinavi JL. No. 36, P.S. Sonarpur, Dist. South 24 Parganas, Kolkata -700148 and have been in possession and enjoyment of the said property without any hindrance and encumbrance.

**B.** The owner is very much desirous to construct an apartment ownership building as per existing building rule of the Rajpur -Sonarpur Municipality on his land specifically mentioned in the First Schedule hereunder written but due to financial difficulties and lack of technical knowledge the owner herein is unable to construct building upon the said plot of land and so he has decided to enter into an agreement with the developer, and for that the Landowner expressed his willingness to enter into an agreement with the developer in respect of construction of building upon the said premises/ holding The Developer herein having had the information with regard to the willingness of the said landowner proposed to construct apartment ownership building upon the aforesaid premises in accordance with the building plan to be sanctioned by the appropriate authority at the cost and/or expenses of the developer, and the owner accepted the proposal of the said Developer with the terms and conditions specifically mentioned hereunder.

**C.** The parties hereto have further agreed to enter into a development agreement for construction of the proposed building which was duly registered at Additional District Sub Register at Sonarpur, which was duly recoded in Book No.-I Volume No. 1608 to 2023, Pages from 28493 to 28519, being no.1248 for the year 2023 and after execution of the development agreement also execute a development power which was duly registered Additional District Sub Register at Sonarpur, which was duly recorded in Book No. I, Volume No.1608 to 2023, Pages from 28530 to 28544, being no.1253 for the year 2023.

**D.** The developer after execution of the development agreement and development power framed a scheme plan and got the same sanctioned from the Rajpur- Sonarpur Municipality vide Building sanctioned Plan no. – **SWS-OBPAS/2207/2025/1849 dated 23<sup>rd</sup> July 2025.**

**E.** The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas intended for commercial exploitation and shall be known as “**STAR HEIGHTS**”

**F.** The Developer is fully competent to enter into this Agreement for Sale with the purchaser and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which the Project is to be constructed have been completed.

**G.** The Developer has obtained the final layout plan approvals for the Project from the Rajpur- Sonarpur Municipality. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

**H.** The Developer has duly applied for and got the said above project “**STAR HEIGHTS**” duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated:.....

**I.** The Purchaser and/or purchasers on coming to know of the said project named “**STAR HEIGHTS**” became interested in purchasing or acquiring a flat or unit or apartment therein and approached the Developer to purchase and acquire the Flat **Together With** the undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise.

**J.** The Purchaser and/or purchasers has/have gone through all the terms, conditions and stipulations contained in this agreement and agree to have understood the scope and effect of the mutual rights, entitlements, and obligations specified therein.

**K.** The Purchaser and/or purchasers has/have also satisfied himself/herself/themselves as to the computation of the carpet area and/or built-up area including the computation of the consideration payable on account thereof at the specified rate and hath agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and satisfied about these, the Purchaser and/or purchasers entering into this Agreement and the Purchaser and/or purchasers hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

**L.** The Purchaser and/or purchasers agree that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated, which may result in the increase or decrease in the Common area and such event the Purchasers shall have no objection.

**M.** The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations, and notifications and applications concerning the said project, doth hereby agree and are entering into this agreement on the basis thereof.

**N.** Relying on the representations, confirmations, and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions, and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.

**O.** The parties have gone through all the terms and conditions set out in this agreement and understand the mutual rights and obligations detailed herein. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the project and with the further understanding that the Developer may charge different rates from different Purchaser and/or purchasers for Apartment, for different locations, specifications and at different times at the sole discretion of the developer.

**P.** This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Purchasers in respect of his/her/their Unit in the said Project.

**Q.** In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owner hereby agrees to sell and the Purchaser and/or purchasers hereby agrees to purchase All That “**The Said Flat**” more particularly described and mentioned hereunder.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES, AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

**1.1.** Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and/or purchasers and the Purchaser and/or purchasers hereby agree to purchase, the Apartment morefully and particularly mentioned in the Second Schedule.

**1.2.** The Total Price payable for the Apartment is more fully mentioned in “Part I of the Sixth Schedule.

**Explanation:**

**I.** The Total Price above includes the booking amount paid by the Purchaser and/or Purchasers to the Developer towards the Apartment;

**II.** The price payable for the Apartment based on the carpet area is sum of Rs.00,00,000/- (Rupees..... only which includes applicable GST) and Rs.00,00,000/- (Rupees .....Only Excluding GST), which is more fully mentioned in “Part I” of the Sixth Schedule.

**III.** The Developer shall periodically intimate to the Purchaser and/or Purchasers, the amount payable as stated in (i) above and the Purchaser and/or Purchasers shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser and/or Purchasers 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 Completed Apartment as per specifications is more fully mentioned in “Part-I of the Sixth Schedule” as provided in the agreement.

**V.** The Purchaser and/or Purchasers shall make the payment as per the payment plan set out in “Eight Schedule” (hereinafter referred to as the “Payment Plan”).

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

**VII.** It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Purchasers. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser/Purchasers, or such minor changes or alterations as per the provisions of the Act.

**VIII.** The Developer shall confirm the final carpet area that has been allotted to the Purchaser and/or Purchasers after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then the Developer shall refund the excess money paid by the Purchaser and/or Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Purchasers. If there is any increase in the carpet area allotted to the Purchaser and/or Purchasers, the Developer shall demand that from the Purchaser and/or Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement,

**IX.** Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchaser and/or Purchasers shall have the right to the Apartment as mentioned below:

A. The Purchaser and/or Purchasers shall have exclusive ownership of the Apartment;

B. The Purchaser and/or Purchasers shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Purchaser and/or Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchaser and/or Purchasers shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser and/or Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;

C. That the computation of the price of the Apartment includes recovery of the price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes the cost for providing all other facilities as provided within the Project.

**X.** It is made clear by the Developer and the Purchaser and/or Purchasers agrees that the Apartment along with 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 Purchaser and/or Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

**XI.** It is understood by the Purchaser and/or Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely “**STAR HEIGHTS**” 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.

**XII.** The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser and/or Purchasers, which it has collected from the Purchaser and/or Purchasers, for the payment of outgoings, including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

**XIII.** The Purchaser and/or Purchasers have paid a sum as booking amount as mentioned in the payment schedule herein being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchasers hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

**2. MODE OF PAYMENT:** Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Purchaser and/or Purchasers shall make all payments, on a written demand by the Developer, within the stipulated time as mentioned in the Payment Plan described in the eighth schedule through A/c Payee cheque/demand draft or online payment as applicable.

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

**3.1.** The Purchaser/Purchasers, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made 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 Purchaser and/or Purchasers understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**3.2.** The Developer accepts no responsibility in this regard. The Purchaser and/or Purchasers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser and/or Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser and/or Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and/or Purchasers and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser and/or Purchasers only

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Purchaser and/or Purchasers authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developer may in its sole discretion deem fit and the Purchaser and/or Purchasers undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

**5. TIME IS ESSENCE:** Time is of the essence for the Developer as well as the Purchaser and/or Purchasers. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Purchaser and/or Purchasers and the common areas to the association of the Purchaser and/or Purchasers after receiving the occupancy certificate. Similarly, the Purchaser and/or Purchasers shall make timely payments of the installment and other dues payable by him/her/them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the "Payment Plan".

**6. CONSTRUCTION OF THE PROJECT/ THE APARTMENT:** The Purchaser and/or Purchasers has/have seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans described in the Third, Fourth and Fifth Schedule which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans, and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable laws in force] 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 Developer shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:**

**7.1. Schedule for possession of the said Apartment:** The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31<sup>st</sup> March 2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser and/or Purchasers agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser and/or Purchasers agrees and confirms that, in the event, it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser and/or Purchasers the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/Purchasers, Purchaser and/or Purchasers agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure For Taking Possession-**The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser and/or Purchasers in terms of this Agreement to be taken within

3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchaser/Purchasers. The Developer agrees and undertakes to indemnify the Purchaser and/or Purchasers in case of failure of fulfillment of any of the provisions, formalities, or documentation on part of the Developer. The Purchaser and/or Purchasers agree to pay the maintenance charges as determined by the Developer/association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser and/or Purchasers in writing within 30 days of receiving the occupancy certificate of the Project.

**7.3. Failure of Purchaser and/or Purchasers To Take Possession Of Apartment:**

Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser and/or Purchasers shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser/Purchasers. In case the Purchaser and/or Purchasers fail to take possession within the time provided in clause 7.2, such Purchaser and/or Purchasers shall continue to be liable to pay maintenance charges as applicable.

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

**7.5. Cancellation by Purchaser and/or Purchasers** -The Purchaser and/or Purchasers shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser and/or Purchasers proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser and/or Purchasers shall be returned by the Developer to the Purchaser and/or Purchasers within 45 days of such cancellation.

**7.6. Compensation** - The Developer shall compensate the Purchaser and/or Purchasers in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchasers, in case the Purchaser and/or Purchasers wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser and/or Purchasers does not intend to withdraw from the Project, the Developer shall pay the

Purchaser and/or Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

The Developer hereby represents and warrant to the Purchaser and/or Purchasers as follows:

**8.1.** The Developer 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;

**8.2.** The Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;

**8.3.** There are no encumbrances upon the said Land or the Project;

**8.4.** There are no litigations pending before any Court of law with respect to the said Land, Project or Apartment;

**8.5.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

**8.6.** The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser and/or Purchasers created herein, may prejudicially be affected;

**8.7.** The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser and/or Purchasers under this Agreement;

**8.8.** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser and/or Purchasers in the manner contemplated in this Agreement;

**8.9.** At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and/or Purchasers and the common areas to the Association of the Purchasers;

**8.10.** The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

**8.11.** The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions,

premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

**8.13.** That the property is not Waqf property.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:** Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

**9.1.** Developer fails to provide ready-to-move in possession of the Apartment to the Purchaser and/or Purchasers within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.

**9.2.** Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

**9.3.** In case of Default by Developer under the conditions listed above, Purchaser and/or Purchasers is entitled to the following:

**9.3.1.** Stop making further payments to Developer as demanded by the Developer. If the Purchaser and/or Purchasers stop making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser and/or Purchasers be required to make the next payment without any penal interest; or

**9.3.2.** The Purchaser and/or Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser and/or Purchasers under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice. Provided that where Purchaser and/or Purchasers does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

**9.4.** The Purchaser and/or Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

**9.4.1.** In case the Purchaser and/or Purchasers fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser and/or Purchasers shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

**9.4.2.** In case of Default by Purchaser and/or Purchasers under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchaser and/or Purchasers and refund the amount money paid to him by the Purchaser and/or Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

**10. DEED OF CONVEYANCE OF THE APARTMENT:** The Developer, on receipt of the entire amount of the Price of the Apartment under the Agreement from the Purchaser/Purchasers, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Purchaser and/or Purchasers fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser and/or Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser/Purchasers. The Purchaser and/or Purchasers shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

However, prior to execution of the deed of conveyance, the purchaser shall clear the cost of extra work to the developer which to be done as per instruction and or request of the purchaser.

However, in case the Purchaser and/or Purchasers fail to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser and/or Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Developer is made by the Purchaser and/or Purchasers and on such Default the Purchaser and/or Purchasers shall also be deemed to be under the condition of default under clause 7.3 and 9.3 above. The Purchaser and/or Purchasers shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

**11. MAINTENANCE OF THE SAID UNIT/PROJECT:** The Developer shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the Project by the association of the Purchasers or ad-hoc committee of the Purchasers, as the case may be.

**12. DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser and/or Purchasers from the

date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser and/or Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. If the Developer fails to rectify the defects within 30 days of notice, the Purchaser may hire a third-party contractor to repair the defect, and the Developer shall bear the cost.

However, It is clarified that the Developer shall hand over the possession of the Apartment on completion of the Project to the Purchaser and/or Purchasers by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement. It is expressly agreed and understood that in case the Purchaser/Purchasers, without first notifying the Developer and without giving to the Developer the opportunity to inspect assess and determine the nature of such defect (which inspection Developer shall be required to complete within 15 days of receipt of the notice from the Purchaser/Purchasers), alters the state and condition of such defect, then the Developer shall be relieved of its obligations contained in the Clause immediately preceding and the Purchaser and/or Purchasers shall not be entitled to any cost or compensation in respect thereof.

**13. RIGHT OF PURCHASER AND/OR PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:** The Purchaser and/or Purchasers hereby agrees to purchase the said 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 In-charge (or the maintenance agency appointed by it) and performance by the Purchaser and/or Purchasers of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Developer/ maintenance agency/association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser and/or Purchasers agrees to permit the association of Purchasers 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 located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser and/or Purchasers shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Purchaser and/or Purchasers shall, after taking

possession, be solely responsible for maintaining the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 Purchaser and/or Purchasers further undertakes, assures and guarantees that he/she would not put any signboard / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or paint of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser and/or Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser and/or Purchasers shall also not remove any wall, including the outer and load-bearing wall of the Apartment. The Purchaser and/or Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Purchasers. The Purchaser and/or Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Purchaser and/or Purchasers is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular. That the Purchaser and/or Purchasers 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

**18. ADDITIONAL CONSTRUCTION:** The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act Provided however the Purchaser and/or Purchasers undertake not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

**18.1.** In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the "Other Further Lands", the same may be added to the said premises, and/or said project and the owners and/or Purchasers of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.

**18.2.** The projects common portions within the said project, and those within the Other

further lands, will be deemed to be the project common portions of the said complex, and or the said project, and/or the said premises.

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Developer executes this Agreement, they shall not mortgage or create a charge on the Said 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 Purchaser and/or Purchasers who have taken or agreed to take such Apartment. However, the Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchaser and/or Purchasers under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Purchaser and/or Purchasers under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Purchaser and/or Purchasers shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):** The Developer has assured the Purchaser and/or Purchasers that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

**21. BINDING EFFECT:** Forwarding this Agreement to the Purchaser and/or Purchasers by the Developer do not create a binding obligation on the part of the Developer or the Purchaser and/or Purchasers until, firstly, the Purchaser and/or Purchasers 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 Purchaser and/or Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Developer. If the Purchaser and/or Purchasers fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser and/or Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Purchasers, application of the Purchaser and/or Purchasers shall be treated as cancelled and all sums deposited by the Purchaser and/or Purchasers in connection therewith including the booking amount shall be returned to the Purchaser and/or Purchasers without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the Apartment.

**23. RIGHT TO AMEND:** This Agreement may only be amended through written

consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/PURCHASERS/ SUBSEQUENT TRANSFEREES:** 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 on the said subsequent Purchaser/Purchasers/s, in case of a transfer, the said obligations go along with the Apartment.

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

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

**25.2.** Failure on the part of the Developer 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 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 the 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 Purchaser and/or Purchasers has to make any payment, in common with another Purchaser and/or Purchasers (s) of the complex, the same shall be the proportion which the area of the Apartment bears to the total area of all the Apartments in the Project

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

**29. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Developer/Owner through their authorized signatory at the

Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/Purchasers, after the Agreement is duly executed by the Purchaser and/or Purchasers and the Developer or simultaneously with the execution of 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:** All notices to be served on the Purchaser and/or Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser and/or Purchasers or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Purchaser and/or Purchasers and the Developer to inform each other of any change in address after 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 Developer or the Purchaser/Purchasers, as the case may be.

**31. JOINT PURCHASERS:** In case there are joint Purchasers, the Developer shall send all communications to the Purchaser and/or Purchasers whose name appears first and at the address given by him/her/it which shall for all intents and purposes to be considered as properly served on all the Purchasers.

**32. GOVERNING LAW:** 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 discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**THE FIRST SCHEDULE**  
**THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE**  
**LAND**

**ALL THAT** piece and parcel of Bastu Land measuring about 13 (Decimal) be the same a little more or less, lying and situated at Mouza- Harinavi, J.L No.36, L.R Dag No.871, corresponding L.R. Khatian Nos. 3978, Being Municipal Holding No. 302, D N Naya Ratna Street, Post Office- Harinavi, Police Station- Sonarpur, Kolkata-700148, under Ward no,- 18 of Rajpur- Sonarpur Municipality, within the Jurisdiction of Additional District Sub-Registrar at Sonarpur, District-South 24 Parganas, West Bengal, which duly demarcated with the red color border in the plan attached to herein which is butted and bounded as follows:

**ON THE NORTH** : By Plot of R.S Dag Nos.873 & 872;  
**ON THE SOUTH** : By D.N. Street Road;  
**ON THE WEST** : By Plot of R.S Dag Nos.870,869, & 867.  
**ON THE EAST** : By Plot of R.S Dag No.874;

**THE SECOND SCHEDULE HEREUNDER WRITTEN**  
**(Description of the Flat & Car Parking)**

**ALL THAT** piece and parcel of Residential Space being No.... , having a **Built Up Area** of ..... **Sq. Ft.** which includes a **Carpet Area** of..... **Sq. Ft** more or less, (Maintainance Chargeable Area of ..... Sq. Ft. (.....which consisting of 2 (Two) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1 (One) Balcony, situated on the.....**Floor** of the under-constructed building along with Permission to park One Road-Worthy Passenger Car in an independent Covered Car Parking Space, at the project namely “**STAR HEIGHTS**” together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, lying and situated at Being Municipal Holding No. 302, D N. Naya Ratna Street, Post Office-Harinavi, Police Station- Sonarpur, Kolkata-700148, under Rajpur Sonarpur Municipality, within the Jurisdiction of Additional District Sub-Registrar at Sonarpur, District-South 24 Parganas, West Bengal having **LIFT PROVISION.**

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(common parts and facilities)**

1. Staircase on all the floors.
2. Common Roof.
3. Staircase landing and passages on all floors
4. Lift Well.
5. Lift with all its accessories.
6. Lift the machine room, and stair room in the roof.
7. Columns foundations and plinths.
8. Common passage and entrance lobby on the ground floor.
9. Overhead reservoirs.
10. Water pumps and pipelines leading to the flats.
11. All sewer lines from toilets to the ground floor and all internal sewer lines, drains, and septic tanks.
12. Boundary wall around the premises.
13. All other amenities that are for the common use of all the flat owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(common expenses and deposit)**

1. The costs of cleaning and lighting the main entrance passages landing staircases and another part of the said building so enjoyed or use by the Purchaser and/or Purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.

2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers, and other service staff.
3. The costs of working and maintenance of lifts, generators, and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
5. Such other expenses as are deemed by the developer or the Association of Flat Owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube wells, transformers, etc.
7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building.
8. Such amount shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
9. Deposits of the super built-up area on account of electricity, generator, contingency funds towards maintenance, legal fees and all other expenses for common use and benefits.
10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :  
(particulars and specifications for construction and installations)**

The quality of the structures as well as the specifications, and guidelines regarding the strength of the building, etc. as per Rajpur- Sonarpur Municipality Corporation Rules shall be followed by the developer.

(Particulars of specifications for fittings / finishing to be provided in the said Flat No. \_\_)

- |          |   |   |
|----------|---|---|
| Flooring | : | Entire floor of the Flat will be with vitrified tiles except the Kitchen & toilets which will be fully marbled.   |
| Kitchen  | : | One Granite Cooking Platform and wall dado of glazed tiles up to 30" Height over platform and Steel sink.   |
| Doors    | : | Flush Doors with commercial ply painted with first class enamel Paint, except in the Toilets where PVC Doors will be provided. Door Beat will be provided in all the Doors. |

Windows	:	Aluminium Window (Sliding).
Walls	:	Interior Walls - plaster of Paris and two coats of Cement Primer. Exterior Walls – painted with suitable shades of cement based paint.
Sanitaryware:		In the toilet – One standard commode with cistern and provision for Geyser line shall be provided. In addition to this, one Wash Basin with two tap connections shall be provided. In the W.C. one Standard Commode with cistern and a tap connection will be there. Glazed Tiles up to 6’ height in the wall will be provided.
Electrical	:	Concealed copper wiring with PVC Pipe.(reputed make). Bedroom – two light points, one fan point, one plug point  Toilet – one light point and one plug point.  Kitchen – one light point and two plug points.  Drawing and Dining – two light points, two fan points and two plug points.  Balcony – one light point.
Special Fittings	:	To be provided at extra cost as per Purchaser’s choice

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Additional Payments and/or deposits) [PART I] [PRICE]**

The total Price of the Apartment including the Facility of Car Parking is Rs.00,00,000/- (.....only which includes applicable GST) and Rs.00,00,000/- (Rupees .....Only Excluding GST),

**PART-II**

**DEPOSIT:**

- A.
1. Maintenance @ Rs.24/ per sq. ft. (maintenance chargeable area) per annum (advance deposit for 12 months) payable to Developer post possession.
  2. Society formation charges @ Rs.2000/- per flat (payable to Developer).
  3. Agreement Charges and Deed of Conveyance Registration Charges 1.1% of the market value of the Flat.
  4. (Registration Via Commission charges extra at any point)

**SEVENTH SCHEDULE ABOVE REFERRED TO (STIPULATIONS)**

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.

2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.

3. **Right of Support and Protection:** Right of support, shelter and protection of each portion of the said Building/Said Premises by others and/or others thereof.

4. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.

5. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.

6. **Access to Common Roof:** Right of access to the Common Roof.

**THE EIGHTH SCHEDULE ABOVE IS REFERRED TO  
(Break up of Consideration)**

SL. No.	Particulars	Amount in percentage with GST
1.	Booking	10% Plus GST
2.	After Registration of the Agreement for sale.	10% Plus GST
3.	Commencement of Foundation.	10% Plus GST
4.	Casting Ground Floor Slab.	10% Plus GST
5.	Casting 1 <sup>st</sup> Floor Slab.	10% Plus GST
6.	Casting 2 <sup>nd</sup> Floor Slab.	10% Plus GST
7.	Casting 3 <sup>rd</sup> Floor Slab.	10% Plus GST
8.	Commencement of Brickwork of Particular floor .	10% Plus GST
9.	Commencement of inside plaster of particular floor.	10% Plus GST
10.	Commencement of flooring of particular floor	5% Plus GST
11.	On Possession	5% Plus GST

**THE NINTH SCHEDULE ABOVE REFERRED TO (DEFECT FOR WHICH THE DEVELOPER WILL NOT BE LIABLE)**

The developer will not be liable to rectify any defect in the said Unit/Flat or the said block and/or the said complex in the following instances:

1. If the Purchaser and/or Purchasers make any changes, modifications, and/or alteration and/or misuse /mishandling in the internal plumbing pipes and/or any fittings

and/or fixtures, or the wall and/or the floor tiles of the said Unit/Flat, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the said Unit/Flat, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.

2. If Purchaser and/or Purchasers makes any changes, modifications and/or alteration and/or misuse /mishandling in the electrical lines of the said Flat, any defect in the electrical lines of the said Flat that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made include but not limited to the damage to concealed electrical wiring during interior work.

3. If the Purchaser and/or Purchasers make any changes, modifications and/or alterations and/or misuse /mishandling to any of the doors, their fittings and/or other related items in the said Flat then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.

4. If Purchaser and/or Purchasers make any alterations and/or changes in the said Flat during the execution of the interior decoration or fit-outs then defects like dampness, hairline cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and or changes and/or misuse /mishandlings.

5. If damages to any glass panel of the window and/or louvers and/or any defects of the doors and/or windows of the said Unit/Flat, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.

6. If there are scratches or damages to the floor or wall tilts of the said Unit/Flat due to normal wear and tear or direct or indirect impact on the floor or wall tiles, wall plaster.

7. If waste pipes or lines of the said Flat from the basins or floor traps get choked due to accumulation of garbage or dust or improper usage or maintenance.

8. The damage of any nature in the said Unit/Flat due to the installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.

9. The damages in pipelines or electrical lines of the said Unit/Flat during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.

10. The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the said Flat and/or said building/and/or said complex due to different coefficients of expansion and contraction of materials.

11. If the defects in the materials, fittings, equipment, and/or fixtures provided are in the said Unit/Flat and/or the said block or buildings and/or the said complex owing to any manufacturing defect or for not proper maintenance thereof or changed by the

Purchaser/Purchasers in the manner in which the same are required to be maintained or changed, as the case may be or any defects in these materials.

**12.** All materials, fittings, fixtures and/or equipments etc. are provided in the said Flat and/or block/s and/or complex are comes under warranty of the manufacturer, the developer are not liable for that.

**13.** Fittings related to plumbing, sanitary, electrical, hardware etc. have natural wear and tear.

**14.** The terms of work like painting etc. which are subject to wear and tear.

**15.** When there is a specific fault on the part of the Purchaser/Purchasers or in maintaining the building. The Purchaser/Purchasers and/or the association of the Purchaser/Purchasers will maintain that said flat and/or the said building or premises on a proper way so that the same could not be damaged due to any act and action of any individual Purchase/Purchasers and/or in common.

**16.** It is clarified that the above said responsibility of the developer shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) unauthorized modifications or repairs done by the Purchaser/Purchasers and/or its nominee/agent, (iii) cases of force Majeure (iv) failure to maintain the amenities/equipments, (v) accident and (vi) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Purchaser/Purchasers of the said Flat should also pay maintenance charges for maintenance of the said premises/project and its facilities and amenities during the period of first five years and thereafter. In case of non-payment of maintenance charges by the Purchasers/Purchasers and there being discontinuation of proper maintenance in that event the developer should not be held as liable as default on its part under this clause.

**17.** The manufacturer warranty and such warranties are covered under the maintenance of the said Flat and/or said block/building/s, and or said complex and if the annual maintenance contracts are not done/renewed by Purchaser/Purchasers and/or the association of Purchaser/Purchasers, the developer and/or owner shall not be responsible for any defects occurring due to the same. The said complex/blocks/Units as a whole have been conceived, designed, and constructed based on the commitments and warranties given by the manufacturers/vendors that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Said Unit/Flat and/or said complex, and/or said premises and the common amenities wherever applicable.

**MEMO OF CONSIDERATION**

**RECEIVED** this day from the within-named Purchaser Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as earnest and/or part payment against the total price of Rs.00,00,000/- ( ..... only which includes applicable GST) and Rs.00,00,000/- (Rupees ..... Only Excluding GST),being the within-mentioned Consideration, in the manner specified hereunder:

Sr. No.	Particulars	Amount (Rs.)
1.		
2.		
3.		
4.		
5.		

**WITNESSES**

**SIGNATURE OF THE DEVELOPER**

**IN WITNESS WHEREOF, THE PARTIES HERETO PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.**

**SIGNED, SEALED & DELIVERED** by  
within named **LAND OWNERS,**  
**DEVELOPER,** and **PURCHASERS** in  
the presence of **WITNESSES** at Kolkata.

1.

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**SIGNATURE OF THE LAND OWNERS THROUGH THEIR CONSTITUTED ATTORNEY**

2.

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**SIGNATURE OF THE DEVELOPER**

**DRAFTED BY ME AS PER INSTRUCTION AND DOCUMENTS PROVIDED BY THE CLIENT**

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**SIGNATURE OF THE PURCHASERS**

**Rajib Ghosh**  
**Advocate**  
**Rco Legal Advocate & Solicitors**  
**High Court Calcutta, 6, Old Post Office**  
**Street, Basement Room No.1, Kolkata-**  
**700001. M:9073475197**