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**THIS AGREEMENT**- made on this day of \_\_\_ **Two Thousand and Twenty Three**  
**(2 0 2 3)**

**BETWEEN VENDOR:**

**EXCELLOPROPERTIES PRIVATE LIMITED** (having PANAABCE3173A), a Company incorporated under the Companies Act, 1956 having its Registered Office at 46, B.B. Ganguly Street, 1<sup>st</sup> floor, Police Station Bow bazaar, Post Office Bow bazaar, Kolkata-700012

**AND DEVELOPER:**

**KLK REALTY (OPC) PRIVATE LIMITED** (having PANAAJCK3971E), a

Company incorporated under the Companies Act, 1956 having its Registered Office at 8 Mott Lane, 3rd Floor, Police Station New Market,  
P.O. Taltala, Kolkata –700013.

**AND PURCHASER(S):**

MR. \_\_\_\_\_ (having PAN \_\_\_\_\_) son of \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office- \_\_\_\_\_, Police Station- \_\_\_\_\_, Kolkata- \_\_\_\_\_ and its successors & Assignees – Third Part

**SECTION –I #DEFINITIONS:**

Unless, in this agreement, there is something contrary or repugnant to the subject or context:

- (i) **“Appointed Date”** shall mean the date of delivery of possession of the Designated Unit by the Developer to the Purchaser or the date for payment of the balance consideration as mentioned in Eighth Schedule hereto, whichever be earlier.
- (ii) **“Appurtenances”** shall mean the appurtenances to the Designated Unit mentioned in PART-II of the SECOND SCHEDULE here under written being the said share in the land and if so specifically mentioned in the PART-II of the SECOND SCHEDULE hereunder written, shall include the right of parking at the said Parking Spaces.
- (iii) **“Association”** shall mean any Association of Co-owners to be formed primarily for the Common Purposes. If the law so permits, the Maintenance Company could also be treated by the Developer as the Association;
- (iv) **“Building Complex”** shall mean and include the said premises and the New Building there at with the Common Areas and Installations;
- (v) **“Building Plan”** shall mean the plan for construction of the New Buildings sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2022090041 dated 11th July 2022, and as modified, and shall include all sanction able modifications thereof and/or alterations thereto as may be made by the Vendor and/or the Developer with the approval of the Architects and/or the concerned authorities;

- (vi) **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and the said premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser in common with the Developer, the Vendor and other persons permitted by the Developer and the Vendor and save and except the same, no other part or portion of any individual Building or the said premises shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co- owner/s;
- (vii) **“Common Expenses”** shall mean and include all expenses for the Common Purposes and also in respect of the Parking Spaces and including those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (viii) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the New Building and in particular the Common Areas and Installations and Parking Spaces, rendition of common services in common to the Co- owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common;
- (ix) **“Co-owners”** shall mean (a) all the allottees of Units in the Building Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) For all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Developer, shall mean the Developer or the Vendor, as the case may be
- (x) **“Developer”** shall mean KLK realty (OPC) Private Limited and include its successors or successors-in-office and/or assigns;
- (xi) **“Designated Block”** shall mean the New Building in which the Unit agreed to be purchased by the Purchaser is situated
- (xii) **“Development Agreement”** shall mean the Agreement dated 28<sup>th</sup> July 2022 entered into by and between the Vendor here to and the Developer and registered with Additional Registrar of Assurances-IV, Kolkata in Book I CD Volume No. 1902-2022, Pages 321977 to 322019 Being No. 190208823 for the year 2022;

- (xiii) “**Designated Unit**” shall mean the Unit(including balcony if any attached there to) described **PART-I** of the **SECOND SCHEDULE** hereunder written;
- (xiv) “**Maintenance in-charge**” shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Developer hereto or Maintenance Company or the Co-owners as the case may be in terms of the clause 8 and its sub-clauses;
- (xv) “**Maintenance Company**” shall have the meaning ascribed to the term in clause 8.2 here to;
- (xvi) “**New Building**” shall mean the new building to be constructed by the Developer at the said premises;
- (xvii) “**Parking Spaces**” shall mean the space/s in the Building Complex expressed or intended by the Developer to be used for parking of motor cars, two-wheelers etc.,
- (xviii) “Purchaser” shall mean one or more purchasers named above and include:-
- a. In case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
  - b. In case of a HUF, its members for the time being their respective heirs executor and administrator or legal representatives and/or assigns;
  - c. In case of a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
  - d. In case of a Company, its successors or its successors-in-office and/or assigns;
  - e. In cases not falling within any of the above categories, the Constituent of the purchaser as its nature and character permits and their heirs’ legal representatives or successors as the case may be and/or assigns.
- (xix) “**said premises**” shall mean the property described in the **FIRST SCHEDULE** here under written;
- (xx) “**said share in the land**” shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;
- (xxi) “**Units**” shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said premises capable of being exclusively held used or occupied by a person;
- (xxii) “**Vendor**” shall mean Excelled Properties Private Limited and include its successors or successors-in-office and/or assigns;
- (xxiii) Words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; Similarly words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Like wise words importing neuter gender shall mean and construe masculine gender And/or feminine gender;
- (xxiv) Word importing **singular number** shall according to the context mean and construe the **Plural number** and vice versa

#### **SECTION-II#RECITALS:**

**WHEREAS:**

- a) By a Deed of Family Settlement dated 21<sup>st</sup> March, 1954 and registered as Being No.2390 in the office of the Sub-Registrar at Alipore (hereinafter referred to as the said Deed of Family Settlement) the Settler therein viz. Jogendra Nath Mukherjee, since deceased, the grandfather of the vendors settled the properties, inter alia, premises No.37/1, Balaram Bose Ghat Road, Kolkata-700 025 and premises no.63/1, Harish Chatterjee Street, Kolkata (hereinafter referred to as the Trust Properties) unto the Trustees viz. his son Satya Narain Mukherjee and Smt. Sunity Devi (wife of the predeceased son of Jogendra Nath Mukherjee namely Nara Narayan Mukherjee), both since deceased upon trust on the terms and conditions therein mentioned with absolute power of sale partition and other dispositions and also with the power on the trustee to appoint new trustee.
- b) It is inter alia, contended in the said Deed of Family settlement that the trust properties mentioned in the said Deed of Family Settlement would devolve absolutely and equally on the said Satya Narayan Mukhopadhyay or his heirs and on the sons of the said Nara Narayan Mukhopadhyay i.e. the said Anil Kumar Mukhopadhyay and the said Asru Kumar Mukhopadhyay two of the Vendors herein subject however to the other directions contained herein and also motioned hereinafter.
- c) It was, inter alia, provided in the said Deed of Family settlement that on the death of the said Suniti Devi her two sons viz. the said Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay (Erstwhile owners no. 1 and 2) and on the death of the said Satya Narayan Mukhopadhyay, her wife Latika Devi should be appointed as the Trustees in their place and stead.
- d) It was also contained in the said Deed of Family Settlement dated 21<sup>st</sup> March, 1954 that in the event of any difference of opinion in the management or maintenance of the trust property, the Trustees then in office would be entitled to partition or divide the trust properties – equally in terms of the directions contained herein For better management of the properties when the trust would
- e) Come to an end though the Trustees would be entitled to superintend and manage the respective properties allotted after partition and to appoint Trustees over their respective shares/allotments.
- f) The said Satya Narayan Mukhopadhyay died on 25<sup>th</sup> August, 1966 and pursuant to the directions in the said deed his wife was appointed as the Trustees in his place and undivided half share in the said trust properties also absolutely devolved on the said Latika Devi according to the direction in the said Deed of Family settlement.
- g) Due to difference in opinion in the management of the trust properties and also due to increase in the maintenance costs of the trust properties, the said Smt. Suniti Devi and the said Smt. Latika Devi, both since deceased, mutually divided and partitioned the trust properties by virtue of a Deed of Partition dated 27<sup>th</sup> March, 1974 which was registered as being No.1939 and recorded in Book No. I Volume No.51, Pages 173 to 175 for the year 1974 in the office of the Sub-Registrar at Alipore, whereby the said Suniti Devi, since deceased, was inter alia allotted the properties including the demarcated portion of premises No.37/1, Balaram Bose Ghat Road, Kolkata and the demarcated portion of premises No.63/1, Harish Chatterjee Street, Kolkata particularly described in 'Kha' schedule there under written and marked as Lot 'A' in the map or plan annexed hereto and thereon

colored or bordered 'Red' and they said Latika Devi, since deceased, was inter alia, allotted the properties including the demarcated portion of premises No.37/1, Balaram Bose Ghat Road, Kolkata and the demarcated portion of premises No.63/1, Harish Chatterjee Street Kolkata particularly described in 'Ghat' Schedule there under written and marked as Lot B in the map or plan annexed thereto and thereto bordered colored 'Yellow'.

- h) After the partition as afore said, they said Suniti Devi, since deceased continued to hold her share of the properties in trust as contained in the said Deed of Family Settlement.
- i) By a deed of Appointment of New Trustee dated 27th March, 1987 and registered in Book No.1 Volume No.108 pages 1 to 10 Being No. 4737 for the year 1987 at the office of District Sub- Registrar at Alipore, the said Suniti Devi, since deceased, due to her old age and incapability to maintain the trust property, appointed her two sons viz. Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay (Erstwhile Owners no.1 and 2), as the new trustees in her place and stead relinquishing her office and diverting all her powers and interest as trustee with all the power of disposition management, maintenance sale etc. of the trust properties in favour of the said new trustees pursuant to the terms contained in the said Deed of Family Settlement.
- j) The said Latika Devi died on 16th August, 1991 and The daughter of Latika Devi, deceased viz. Smt. Dhira Banerjee who had right of preemption over the said premises pursuant to the terms in the said Deed of Partition dated 21st March, 1954 has passed away leaving her surviving and her legal heirs being three sons and one daughter viz. Sandip Banerjee, Sumit Banerjee, Mohan Banerjee and Srabani Chakraborty have waived their right of preemption over the said premises.
- k) The said Suniti Devi died on 25th January, 1994/
  - a) By another Deed of Appointment of New Trustee dated 7th August, 1989 and registered in Book No.1 Volume No.231, pages 446 to 454, Being No.9186 for the year 1989 at the office of the Registrar of Assurance at Calcutta the said Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay (Erstwhile Owners no.1 and 2) appointed Smt. Rekha Mukhopadhyay (Erstwhile Owner no.3) wife of Asru Kumar Mukhopadhyay, to act jointly with them with all such powers as are contained in the said Deed of Family settlement.
  - b) The said Erstwhile Owners no.1,2&3 namely Anil Kumar

Mukhopadhyay, Asru Kumar Mukhopadhyay and Smt. Rekha Mukhopadhyay thus became seized and possessed of and otherwise well and sufficiently entitled to All That the demarcated portion of premises No.63/1, Harish Chatterjee, Calcutta marked as Lot A in the map or plan annexed to the said Deed of Partition dated 27th March, 1974 and more fully and particularly described in the 'Kha' Schedule there under written.

- c) The said undivided and demarcated portion of the premises No.63/1, Harish Chatterjee Street belonging to the said Anil Kumar Mukhopadhyay, Asru Kumar Mukhopadhyay and Smt. Rekha Mukhopadhyay to was subsequently reassessed and now known and renumbered as 63/1B, Harish Chatterjee Street and is more fully and particularly mentioned and described in the First Schedule hereunder written (being the said premises and/or the said property).
- d) The said premises No.63/1B, Harish Chatterjee Street is under the clutches of tenants for more than 40 (forty) years by generations paying an average monthly rent of Rs.21/- according to both English and Bengali calendar months. The rates and taxes of the Kolkata Municipal Corporation is also not realized from the tenant. The occupations of the tenants were not known. The portion of the said premises measuring more or less one cottah at the back/rear side is under occupation of legal heirs of Late Jitendra Nath Das who are not paying any rent.
- e) The Erstwhile Owners no.1, 2 & 3 namely Anil Kumar Mukhopadhyay, Asru Kumar Mukhopadhyay and Smt. Rekha Mukhopadhyay prior to the sale to the Owner hereto had declared that the said premises is free from all encumbrances, liens, lispence, charges, trusts, wakf what so ever but subject to tenants and the Erstwhile Owners have marketable title to sell the said premises.
- f) That by an Indenture of Conveyance dated 06th September 2006 made between the said Erstwhile Owners namely Anil Kumar Mukhopadhyay, Asru Kumar Mukhopadhyay and Smt. Rekha Mukhopadhyay as the Vendors thereto of the One Part and the Vendor hereto, as the Purchaser thereto of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book-I, C.D. Volume no.14, Pages from 9092 to 9117, Being/Deed No.06697 for the year 2012, the Vendor hereto purchased and became and is still the full and absolute owner of **ALL THAT** the Said Premises and the same is under the khas and peaceful possession of the Owner/First Party hereto in a state free from all encumbrance howsoever and whatsoever (subject to the tenancy/occupancy of the said tenants/occupants).
- g) **NDWHEREAS** the Vendor in tending to develop the said Premises, subsequently by the said Development Agreement, the Vendor, inter alia, did there by agree to contribute the said premises and to allow the same to be used exclusively and solely for the purpose of commercially exploitation and development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said premises into a building complex and to sell transfer and market the entire saleable and transferable areas in the Building Complex, to receive entire consideration and other amounts payable by the intending buyers of the Units and other transferable areas in the Building Complex in the manner mentioned therein and that the receipt given by the Developer shall be sufficient discharge of and by the

Developer and the Vendor to the intending buyers for the Amounts paid by them; and that the Vendor agreed to sell and transfer the land of the said premises and all and whatever its entire share right title and interest in all developments there at to the persons in tending to own Units and other transferable areas in the Building Complex and nominated by the Developer and in such parts or shares as the Developer may nominate or require.

- h) **ANDWHEREAS** the vendor and developer has negotiated with the occupiers/tenants at the subject property and had agreed to rehabilitate and allocate them in a separate and identified block constructed at an area covering \_\_\_\_\_Sq. ft. of at the rear Portion of the Subject premises, and against rehabilitation and allotment, the tenants had willfully and voluntarily relinquished and released their right in respect of the remaining \_\_\_\_\_ sq. Ft. Area of land comprised in the subject premises which has been developed or agreed to be developed under the Development agreement for commercial exploitation.
- i) The building plans for construction of the Building Complex has been sanctioned by the Kolkata Municipal Corporation vide building permit No. 2022090041 dated 11<sup>th</sup>July, 2022.
- j) The Purchaser has by its Application dated 14<sup>th</sup> October 2022, made to the Developer, applied for allotment of the Designated Unit and Appurtenances in the said Building Complex.
- k) The Developer has provided to the Purchaser the copies of all documents of title, the said Development Agreement, the Building Plans and all other papers and documents required by the Purchaser relating to the said premises and also inspection of the Designated Unit, the Designated Block and the Building Complex  
For independent verification, due diligence and satisfaction by the Purchaser. The Purchaser has also inspected and got himself fully satisfied about the site of the said premises whereupon the Building Complex is being developed by the Developer and the sharing of facilities at the Building Complex by the owners and occupiers of the said Premises and all right title and interest of the Vendor and the Developer (including those to be and remain excepted reserved into the Vendor and the Developer) as also more fully contained hereinafter. Upon understanding and being fully satisfied with all aspects including those mention din clause 10.1 hereto and also upon being made fully aware by the Developer as regards the exceptions and reservations into and in favour of the Developer/Vendors as also more fully contained in clause 11 hereinafter, the Purchaser has satisfied himself fully and agreed to purchase the Designated Unit with the Appurtenances.
- l) The parties do hereby record into writing the terms and conditions applicable to the sale of the Designated Unit and the Appurtenances by the Vendor and the Developer to the Purchaser as hereinafter contained.

#### 1. **TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in paragraph H;

The Total Price for the [Apartment] based on the carpet area is Rs. \_\_\_\_\_ (Rupees)  
\_\_\_\_\_ only ("**Total Price**") (Give breakup and description):

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

\*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND][if/as applicable]

Garage/Closed parking-1	Price for 1
Garage/Closed parking-2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter 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) up to the date of handing over the possession of the [Apartment]:  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide

to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment includes: 1) prorate share in the Common Areas; and 2) \_\_\_\_\_ Garage (s)/ closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned plans, layout plans and specifications and the nature of fixtures, fittings

And amenities described there in respect of the apartment, plot or building, as the Case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

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

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any in convenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] 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 \_\_\_\_\_ 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

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

The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter here by acknowledges and the Allottee here by agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount 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 abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this

Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve 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.

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

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIMEISSESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter 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 as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the [Apartment] 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. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [Please insert the relevant 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 Promoter shall constitute a material breach of the Agreement.

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

**Schedule for possession of the said [Apartment]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter,

based on the approved plans and specifications, assures to hand over possession of the [Apartment] on, 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 Allottee agrees that the Promoter 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of

Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of [Apartment]:** Upon receiving a

written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

**Compensation–**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 promoter 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 here in; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [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 Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment].

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

The Promoter here by represents and warrants to the Allottee as follows:

- (i) The [Promoter] 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 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of

The Allottee created here in, May pre judicially is affected;

- (vii) The Promoter 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 Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment]to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees;
- (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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (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 in respect of the said Land and/or the Project;
- (xiii) That the property is not Wafq property.

## **9. EVENTSOFFAULTSANDCONSEQUENCES**

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee 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;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter

shall be liable to refund the entire money paid by the Allottee 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 an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment].

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of complete amount of the Price of the [Apartment]

Under the Agreement from the Allottee, 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 Allottee 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 Allottee authorizes the Promoter 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 Promoter is made by the Allottee. The Allottee 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).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment].

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, It shall be the duty of the Promoter to rectify such defects without further charge, Within 30(thirty) days, and in the event of

Promoter's failure to rectify such defects Within such time, the aggrieved Allottees shall be entitled to receive appropriate Compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [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.

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

The Promoter / 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] 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 Basement and Service Areas:** The basement(s) and service areas, if any, as located within the \_\_\_\_\_(project name), 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 in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not

Door suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or places any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee here by 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 CONSTRUCTIONS**

The Promoter 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 (i.e.) except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

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

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

## **22. ENTIRE AGREEMENT**

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

## **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**

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

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

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter 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 has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment] bears to the total carpet 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 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_.

**30. NOTICES**

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee30 Address) M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_ (Promoter Address)

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

**31. JOINTALLOTTEES**

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

**32. GOVERNINGLAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTERESOLUTION**

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 other terms and conditions are as per the contractual understanding between the parties, however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SECTION-IV#SCHEDULES**

**THE FIRST SCHEDULE ABOVE**  
**REFERRED TO : ( SAIDPREMISE)**

ALL THAT the piece or parcel of land containing a land area of 09 Cottah 05 Chittack 30 Square feet more less together with the under construction Four storied (G + 3) new Building thereon all situated lying at and being comprised in the Building Complex at Municipal premises no. 63/1B (formerly demarcated portion of premises no.63/1) Harish Chatterjee Street, Police Station Kalighat, Ward No. 073, Borough No. IX, P.S. Kalighat, P.O. Bhawanipore, Kolkata- 700025 bearing KMC Assesses No. 110732601211 and butted and bounded as follows:

On the **North** : By Premises Nos. 63/3A and 63/4  
Harish Chatterjee Street and partly by  
Premises No. 34A Gobida Ghoshal Lane;  
On the **South** : by Premises No. 34A Gobida Ghoshal Lane; On the  
**East:** By common Passage, huts wall,  
Corporation drain and by Premises No. 63/1A  
Harish Chatterjee Street;  
On the **West:** Municipal Road Harish Chatterjee Street.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore  
were or was called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE**

**REFERRED TO: PART-I**

**(DESIGNATED UNIT)**

**ALL THAT** the flat being Unit No. \_\_\_\_ Containing a carpet area of \_  
\_\_\_\_\_ Square feet more or less (being a total built-up area of \_\_\_\_  
\_\_\_\_\_ sq. ft. and Super built-up area of \_\_\_\_\_ **sq. ft.** more or  
less) on the First floor of the New Building / Designated Block.

**PART-II**

**(APPURTENANCES)**

1. **SAID SHARE IN LAND: ALL THAT** the proportionate undivided  
indivisible share in the land comprised in the plinth of the Designated  
Block
2. **CAR PARKING RIGHT:** It is agreed between the parties that the  
purchase has the right to use one medium sized car parking which will  
be allotted at the appointed date.

**THE THIRD SCHEDULE ABOVE**

**REFERRED TO:**

**PART-I**

**A. Common Areas & Installations at the New Building/Designated Block:**

1. Staircases, landings and passage withes Railing and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the  
stair case, common areas, lobby and landings and operating the one

- lift of the Designated Block.
3. Ultimate Roof of the Building
  4. Electrical installations with main switch and meter and Space required therefore in the Building
  5. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
  6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
  7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block

**B. Common Areas & Installations at the Building Complex:**

1. Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed (and if installed then a text a costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Over head water tanks of the new Building.
3. Water waste and sewerage evacuation pipes and drains from the said New building to the municipal drains.
4. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex.
5. Security system & Intercom

**PART-II**

**(Specifications as regards constructions of and fittings and fixtures to be provided in the Unit)**

- A. STRUCTURE:** The building shall be constructed with Earthquake resistant RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the Kolkata Municipal Corporation.
- B. FLOORING:** Flooring in the rooms of the Units shall be of vitrified tiles.
- c. Unit:**
  1. Flooring: Vitrified tiles

2. Walls : Plaster of Paris finish
3. Bedrooms: Vitrified tiles flooring in master bedroom
4. Kitchen : Vitrified tiles flooring and glazed ceramic tiles up to 2 feet above Dado, granite counter Kitchen top with stainless steel Sink with drain board
5. Bathrooms: : Flooring of Anti skid tiles with Glazed Ceramic Tiles to 6 feet height from the flooring level of wall,
6. Doors: seasoned hard wood frames
7. Windows: Anodized/powder coated glazed Aluminum windows
8. Electrical: Copper concealed insulated wiring, ISI mark, semi modular switches, AC point in master Bedroom
9. Plumbing : Concealed pipes, White color sanitary wares in toilet, CP fittings, pipelines for geyser
10. Intercom: One telephone jack in living room and master bedroom, intercom facility to each flat in living room.
11. Television: TV point in living room and master bedroom

### **PART-III**

#### **(Period of construction of the Designated Unit)**

The Designated Unit described in **Part-I** of the **Second Schedule** hereinabove written shall be constructed and completed within 30 months (subject to provisions of clause 12.1 hereinabove mentioned) from the date of execution thereof.

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO:**

##### **(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Complex (including lifts, intercom ,Water pump with motor, Parking Spaces, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Building/Designated Block and/or the Building Complex enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the New Building/Designated Block and/or the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, intercom, water pump with motor,

etc.), Parking Spaces and also the costs of repairing, renovating and replacing the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION :** Establishment and all other expenses of the Maintenance Company and the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance of the New Building and also otherwise for insuring the Building Complex (except individual units) and/or any Common Areas and Installations and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer, the Maintenance Company and/or the Association for the common purposes.

It is clarified that any Common Expense in respect of the Common Areas and Installations mentioned in clause C of Part-I of the Third Schedule hereto shall also be shared by the Co-owners of the Completed Building Complex in a proportionate manner and such proportionate share shall be calculated progressively depending on the number of flats availing such facilities.

#### **THE FIFTH SCHEDULE ABOVE**

#### **REFERRED TO: PART- I**

1. **OUTGOINGS AND TAXES:** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

(a). Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit directly to the Kolkata Municipal Corporation Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of

all such rates and taxes assessed on the said premises.

(b). All other taxes, Goods and service tax, impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at anytime in future on or in respect of the Designated Unit or the New Building or the said premises or any amounts payable by the Purchaser in respect thereof and whether demanded from or payable by the Purchaser or the Vendor or the Developer or Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and proportionately in case the same relates to the Building or the said premises or any part thereof. However no Goods and Service Tax is applicable and/or shall be payable by the Purchaser on the Consideration mentioned in the Seventh Schedule here to.

(c). Electricity charges for electricity consumed in or relating to the Designated Unit (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).

(d). Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying. And / or availing any other utility or facility, if exclusively in or for the Designated Unit, wholly and in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

(e). Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges the rate of which shall be finalized by the Vendor at the time of completion of the Building Complex and may go up to Rs. 5/- (Rupee five) only per Square foot per month of the built-up area of the Designated Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

(f). In case the Purchaser has opted for the Car Parking Right, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @ Rs.100/- per annum to be increased every three years by 10%(ten percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Car Parking Right granted to the Purchaser

(g). All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Unit **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Vendor and the Developer and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any

discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto.

The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the appointed date.

It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

## **PART-II (RULES AND REGULATIONS)**

1. The Purchaser binds himself and covenants:
  - a. To use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and For no other purposes whatsoever without the consent in Writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any Activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the Designated Block to be used for non-residential purposes.
  - b. Unless the right of parking is expressly agreed to be granted and mentioned in **PART-II** of the **SECOND SCHEDULE** here in above written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) **AND** if the right to park motor car or two wheeler is so expressly agreed to be granted and mentioned in the within stated **PART-II** of the **SECOND SCHEDULE**, the Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default and shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of his medium sized motor car (i.e. not exceeding the size of "Ambassador", "Esteem" make) and/or two wheeler, as the case may be. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever. The Purchaser shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to him.
  - c. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Block save at the place as be approved or provided by the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.
  - d. to apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of The Kolkata Municipal Corporation within 06 (six) months from the date of possession.
  - e. Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Designated Block passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Designated Block.
  - f. To allow the Maintenance In-charge and its.
  - g. Authorized representatives with or without workmen to enter into and upon the Designated Unit at all

reasonable times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

- h. To keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the New Building/Designated Block in good and substantial repair and condition so as to support shelter and protect the other units/parts of the New Building/Designated Block and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- i. Not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building/Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Building Complex.
- j. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- k. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises.
- l. to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Kolkata Municipal Corporation, , CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Building Complex.
- m. not to alter the outer elevation or façade of the Designated Block or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Unit or the New Building/Designated Block otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants

Terms and conditions of the Purchaser here under (then Without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 2%permensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a. Disconnect the supply of electricity to the Designated Unit.
- b. Withhold and stop all other utilities and facilities in the designated Block (including lifts, water, etc.) to the Purchaser and his employees' customers' agent's tenants or licenses and/or the Designated Unit.
- c. To demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

**THE SIXTH SCHEDULE**  
**ABOVE REFERRED TO :( EXTRAS AND DEPOSITS)**  
**PART-I (EXTRAS)**

1) The Purchaser shall pay to the Developer the following amounts:-

- (a) Towards Purchaser's share of Rs \_\_\_\_\_ the costs charges and expenses for procuring electricity connection for the Building Complex, being a sum of.....
- (b) Legal Charges relating to executing all of all necessary documents related to sale 1% of the Total Govt Market value of the Designated Unit allotted hereunder

2) In addition to the above specified amounts, the Purchaser shall also pay to the Developer the following amounts:-

- (a) In case the Purchaser requests any additions or alterations and/or change in the layout or specification with regard to construction of the said Unit in excess of those specified in this agreement and the Developer, then without prejudice to the right of the Developer to refuse or deny the same, in case the Developer, in their sole discretion agree to do the same or any part thereof, the Purchasers shall be liable to pay upfront the full costs charges and expenses for the Developer doing the same.
- (b) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those mentioned in **PART-I** of the **THIRD SCHEDULE** here in above written.
- (c) All stamp duty, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof in favour of the Purchaser and/or its nominees and/or the Association and otherwise applicable to the transaction envisaged herein and to be paid to the appropriate authorities before the date of execution of the respective instruments.
- (d) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the designated unit directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
- (e) Fees and expenses, if any, payable to Kolkata Municipal Corporation towards any Sale or Transfer Permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.
- (f) Goods and Service Tax or any other statutory charges/levies by any name called, if applicable and Payable on taxes or outgoing (including Maintenance Charges) payable by the Purchaser in respect of the Designated Unit.
- (g) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said premises and/or the Designated Unit and/or the Designated Block and/or the New Building or on the construction or transfer of the Designated Unit envisaged hereunder payable by the Purchaser wholly if the same relates to the Designated Unit and

otherwise proportionately.

**PART-II (DEPOSITS)**

1. The Purchaser shall deposit and/or keep deposited with the Developer a sum of Rs. 76,020.00 towards Deposit, free of interest, to remain in deposit with the Developer to meet there from, in the event of default by the Purchaser, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Unit.
2. The Purchaser shall pay to the Developer a non- refundable sum of Rs.38,010.00 towards provisional Sinking fund to meet there from such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas and Installations.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**  
**(Consideration)**

The agreed consideration payable by the Purchaser to the Developer for sale of the Designated Unit together with the Appurtenances shall be Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_) only

**THE EIGHTH SCHEDULE ABOVE**  
**REFERRED TO : ( PAYMENT PLAN)**

The said total consideration of Rs.81, 00,000/-mentioned in the **SEVENTH SCHEDULE** Here in above shall be paid by the Purchaser to the Developer in the following manner:

1. An Agreed sum of Rs. 5 Lakhs as booking amount on Booking of the Designated Block through Allotment/Booking Form.
2. 20%oftheTotalconsideration(including the booking amount) equivalent to Rs./- as further earnest money at or before the execution hereof (to be executed within 30 days of Booking of the Designated Unit);
3. 10% of the Total consideration equivalent to Rs./-as further earnest money upon construction of the foundation of the Designated Unit;
4. 10% of the Total consideration equivalent to Rs/-as further earnest money upon completion of the First floor roof casting of the Designated Unit;
5. 10% of the Total consideration equivalent to Rs/-as further earnest money upon completion of the Second floor roof casting of the Designated Unit;
6. 10% of the Total consideration equivalent to Rs./-as further earnest money upon completion of the Third floor roof casting of the

- Designated Unit;
7. 10%oftheTotalconsiderationequivalenttoRs.\_\_\_\_/- as further earnest money upon completion of the Fourth floor roof casting of the Designated Unit;2
  8. 10% of the Total consideration equivalent to Rs/-as further earnest money upon completion of the Brick Work and Plastering work of the Designated Unit;
  9. 10%oftheTotalconsiderationequivalenttoRs.\_\_\_\_/- as further earnest money upon completion of the Flooring Work of the Designated Unit;
  10. Balance10%oftheTotalconsideration,equivalent to Rs.\_\_\_\_/-as further earnest money as Final amount on Final

Notice of Possession issued by the Developer in respect of the Designated Unit;

Note : The Stamp Duty & Registration Charges, Balance Legal/Advocates Fees and the extras deposits charges mentioned in **PART-I** and **PART-II** of the **SIXTH SCHEDULE** hereunder written shall also be payable on or before the payment of the balance consideration.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed the irrespective hands and seals the day month and year first above written.

**SIGNEDSEALEDANDELIVERED**

by the above named  
**VENDOR** at Kolkata in  
the presence of:

**SIGNED SEALED AND DELIVERED**

By the above named  
**DEVELOPER** at Kolkata in  
the presence of:

**EXECUTED AND DELIVERED** by the

Above named

**PURCHASER** at Kolkata

in the presence of:

PAGE FOR ANNEXING PLAN OF THE UNIT

DATED THIS    DAY OF            2023

BETWEEN

EXCELLOPROPERTIESPRIVATELIMITED

...VENDOR

AND

KLKREALTY(OPC)PRIVATELIMITED

...DEVELOPER

AND

...PURCHASER

AGREEMENT

(UnitNo.1A,FirstFloor)

























