

**THIS AGREEMENT** made this the day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ **BETWEEN DEVALOKE DEVELOPERS LIMITED**, PAN AACCD5151E, a company incorporated under the Companies Act, 1956 and having its registered office at 82 Garia Main Road, Mahamayatala, Post Office Garia, Police Station Sonarpur, Now Narendrapur Kolkata – 700084, represented by its Director Sukanta Kundu, PAN AGXP0623J, AADHAR No. 7922 6672 7152 and Mobile No. 9831298000, by faith Hindu by Nationality Indian by occupation Business son of Sankar Kundu, working for gain at 82, Garia Main Road, Mahamayatala, Post Office Garia, Police Station Sonarpur, Now Narendrapur, Kolkata 700084, **RAFIKUL ALAM SARKAR alias RAFFIKUL ALAM SIRKAR alias RAFIKUL ALAM SIRKAR**, PAN AKUPS8565Q, Aadhar No. 7364 0750 5717 and Mobile No. 9339163644, by faith Muslim by Nationality Indian, by occupation Business, son of Late Abdul Hakim Sarkar, resident of Village Jagannathpur, Post Office Ram Krishna Pally, Police Station, Narendrapur, Kolkata- 700150, District South 24 Parganas, **SHAMIM ARA SARKAR alias SHAMIMARA SARKAR**, PAN DFAPS4151A, Aadhaar No. 4909 1102 1053, Mobile No. 9433144010, widow of Late Abdul Rouf Sarkar, resident of Bhangipara, Ramkrishna Pally, Jagannathpur, Post Office Ram Krishna Pally, Police Station Sonarpur now

Narendrapore, Kolkata - 700150, District South 24 Parganas, **REHAN SARKAR**, PAN KCTPS1734L, Aadhaar No.4077 4522 9582, Mobile No.7003924541, son of Late Abdul Rouf Sarkar, resident of Bhangipara, Ramkrishna Pally, Jagannathpur, Post Office Ramkrishna Pally, Police Station Sonarpur now Narendrapore, Kolkata - 700150, District South 24 Parganas, **MD. RAQUIM SARKAR**, PAN OGSPS7097K, Aadhaar No. 8534 7716 0507, Mobile No. 9123763690 son of Late Abdul Rouf Sarkar, resident of Bhangipara, Ramkrishna Pally, Jagannathpur, Post Office Ramkrishna Pally, Police Station Sonarpur, now Narendrapore, Kolkata - 700150, District South 24 Parganas, **JAHANARA BIBI alias JAHANARA BEGAM**, PAN BIDPB1838H, Aadhaar No.7561 3922 3560 and Mobile No. 9836092869, by faith Muslim by Nationality Indian by occupation Housewife, wife of Yunus Ali Molla and daughter of Late Abdul Hakim Sarkar, resident of Village Poleghat, Post Office Jagaddal, Police Station Sonarpur, Kolkata-700151 District South 24 - Parganas and **HOSNEYARA BEGUM alias HOSNE ARA BIBI alias HOSENARA BIBI**, PAN BRAPB9396Q, Aadhaar No.5663 9406 6130 and Mobile No. 9330969186, by faith Muslim by Nationality Indian by occupation Housewife, wife of RobiyelHaq Mondal and daughter of Late Abdul Hakim Sarkar, resident of B-6 Brahmapur Place, Post Office Brahmapur Badamtala, Post Office Bansdronei, Kolkata-700096, the said Rafikul Alam Sarkar, Shamim Ara Sarkar, Rehan Sarkar, Md. Raquim Sarkar, Jahanara Bibi and Hosne Ara Bibi represented by their Constituted Attorney Sukanta Kundu, PAN AGXPK0623J, Aadhaar No.7922 6672 7152 and Mobile No. 9831298000, son of Sankar Kundu, working for gain at 82, Garia Main Road, Mahamayatala, Post Office Garia, Police Station Sonarpur, Now Narendrapur Kolkata 700084, hereinafter collectively referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/his/her/their respective successors, liquidators, legal representatives, heirs, executors, administrators, and assigns), of the **FIRST PART**

**AND**

**.....**, PAN ....., Aadhaar No. .... and Mobile No. ...., by faith ....., by Nationality Indian, by Occupation ....., son of ....., resident of ....., Post Office ....., Police Station ..... - **AND** **.....**, PAN ....., Aadhaar No. .... and

Mobile No. ...., by faith ....., by Nationality Indian, by Occupation  
....., son of ....., resident of  
....., Post Office  
....., Police Station ..... – .....hereinafter  
(and if more than one, jointly) referred to as the **PURCHASER/ALLOTTEE** (which expression shall  
unless excluded by or repugnant to the context be deemed to mean and include his/her/their  
respective heirs, executors, administrators, legal representatives, nominees and assigns) of the

## **SECOND PART**

### **WHEREAS :**

A. Devaloke Developers Limited, one of the Vendors herein, was exclusively seized and possessed of and otherwise well and sufficiently entitled to All That 8.18 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Dag Nos. 449, 495, 450, 460, 497, 498, 454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at Mouza Jagannathpur ; 1.2830 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at Mouza Teghori ; and 2.10 Acres of land contained in R.S. Dag Nos. 4, 5, 6, 14, 15, 16, 17, 18, 18/494 and 19 (being L.R. Dag Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10) situate and lying at Mouza Nischintapur Police Station Sonarpur Now Narendrapur and Sub-Registry Office Sonarpur, all within the limits of the Rajpur Sonarpur Municipality, under Ward No. 08 in the District of South 24-Parganas, such land being more fully described in the Part – I of the First Schedule hereto free from all encumbrances, charges, liens, lis pendens, acquisitions, requisitions, attachments and trust of whatsoever nature, the Vendor having obtained title to the same by diverse deeds of conveyance and exchange more fully particularised in the Second Schedule hereto

B. Abdur Rauf Sarkar was exclusively seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land measuring 10 Decimals, equivalent to 6 Cottahs 36 square feet, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised in R.S. Dag No. 459 corresponding to L.R. Dag No. 500, lying within the limits of Ward

No. 8 of the RajpurSonarpur Municipality in the District of South 24-Parganas, such plot of land being more fully described in Part – II of the First Schedule hereto free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said Abdur Rauf Sarkar having obtained title to 9 decimals thereof by way of a Bengali Kobala dated the 7<sup>th</sup> day of May, 2002 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 102, at Pages 396 to 402, Being No. 6111 for the year 2002 and having obtained title to 1 decimal thereof by way of a Deed of Gift dated 4<sup>th</sup> July 2013 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I, CD Volume No. 19 at Pages 5750 to 5777, Being No. 08269 for the year 2013

C. RafikulAlam Sarkar, Abdur Rauf Sarkar, JahanaraBibi and HosneAraBibi, were jointly seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at MouzaJagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, lying within the limits of RajpurSonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501, lying within the limits of Ward No. 8 of the RajpurSonarpur Municipality in the District of South 24-Parganas, such plot of land being more fully described in Part – III of the First Schedule hereto free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said Vendors having obtained title the same by way of inheritance.

D. In terms of a Development Agreement dated 6<sup>th</sup> June 2013 entered into by and between Devaloke Developers Limited and RafikulAlam Sarkar, Abdur Rauf Sardar alias AbdurRouf Sarkar, JahanaraBibi, and HosneAraBibi alias HosenaraBibi duly registered in the office of the District Sub-Registrar - IV, South 24 Parganas and recorded therein in Book No. I, CD Volume No. 27 at Pages 3586 to 3617, Being No. 05220 for the year 2013, it was agreed that Devaloke Developers Limited would develop the lands described in Part – III of the First Schedule hereto hereunder written on the terms and conditions appearing therein.

E. In terms of another Development Agreement dated 3<sup>rd</sup> August 2015 entered into by and between Devaloke Developers Limited and Abdur Rauf Sardar alias AbdurRouf Sarkar duly registered in the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. I, Volume No. 1608-2015 at Pages 39064 to 39098, Being No. 160804681 for the year 2015, it was agreed that Devaloke Developers Limited would develop the lands described in Part – II of the First Schedule hereunder written on the terms and conditions appearing therein.

F. Inasmuch as Devaloke Developers Limited, RafikulAlam Sarkar, Abdur Rauf Sardar alias AbdurRouf Sarkar, JahanaraBibi, and HosneAraBibi alias HosenaraBibi decided that the lands described in Parts I, II and III of the First Schedule hereto would be developed by Devaloke Developers Limited as a single integrated project and the lands described in Parts I, II and III of the First Schedule hereto were thus required to be amalgamated into a single holding, Devaloke Developers Limited by a Deed of Gift dated 14<sup>th</sup> October 2015 registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 1608-2015 at Pages 61500 to 61554 Being No. 160805903 for the year 2015, gifted and transferred jointly unto RafikulAlam Sarkar, AbdurRauf Sardar alias AbdurRouf Sarkar, JahanaraBibi, and HosneAraBibi alias HosenaraBibi undivided shares of land in each of the Dags described in Part I of the First Schedule hereto.

G. For the aforesaid reason, RafikulAlam Sarkar, Abdur Rauf Sardar alias AbdurRouf Sarkar, JahanaraBibi, and HosneAraBibi alias HosenaraBibi by a Deed of Gift dated 14<sup>th</sup> October 2015 registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 1608-2015 at Pages 61461 to 61499 Being No. 160805902 for the year 2015, jointly gifted and transferred unto Devaloke Developers Limited undivided shares of land in each of the plots/ Dags described in the Parts II and III of the First Schedule hereto.

H. Devaloke Developers Limited, RafikulAlam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, JahanaraBibi, and HosneAraBibi alias HosenaraBibi thus became the joint owners of land in each of the plots/ Dags described in the First Schedule hereto.

I. The RajpurSonarpur Municipality has, on the application of Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, JahanaraBibi, and HosneAraBibi alias HosenaraBibi amalgamated the lands described in Parts I, II and III of the First Schedule hereto save and except the land contained in RS Dag No. 404 in Mouza Teghori admeasuring 0.28 Acres and RS Dag No. 436 in Mouza Jagannathpur admeasuring 3 decimals into a single holding admeasuring 36 Bighas 16Cottahs 7 Chhitaks and 21 square feet be the same a little more or less.

J. Devaloke Developers Limited, acting in furtherance of the aforesaid Development Agreement dated 6<sup>th</sup> June 2013 and the aforesaid Development Agreement dated 3<sup>rd</sup> August 2015, has obtained sanction of building plans in the name of the Vendors from the RajpurSonarpur Municipality being Building Plan No.120/CB/08/48 dated 24<sup>th</sup> April 2015 and Building Plan No. 194/Rev/CB/08/16 dated 20/01/2017 consisting of 21 residential blocks and a

Clubhouse. The building plan in respect of Block No. 13 and the revised plan in respect of additional floors in Block no. 12 has not yet been applied for.

K. Devaloke Developers Limited, one of the Vendors is, in terms of the aforesaid sanction, in the process of erecting the several Blocks comprised in Phases I and II of the said project in stages.

L. For the purpose of defining the allocation of Devaloke Developers Limited, RafikulAlam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, JahanaraBibi, and HosneAraBibi alias HosenaraBibi in respect of the aforesaid proposed construction and to enable each of them to independently deal with their respective allocations, the Vendors entered into an Allotment Agreement dated 5<sup>th</sup> July 2017 amongst themselves and therein distributed the saleable area of the different Blocks to be constructed on the land described in the Parts I, II and III of the First Schedule hereto amongst themselves in accordance with the aforesaid Development Agreement dated 6<sup>th</sup> June 2013 and 3<sup>th</sup> August 2015.

M. Subsequent to the execution of the aforesaid Allotment Agreement dated 5<sup>th</sup> July 2017, the Vendors desired to make substantial changes to the building plans as a consequence of which there would be a change in the numbers of residential units and change in the number and type of car parking spaces.

N. Devaloke Developers Limited, acting in furtherance of the aforesaid Development Agreement dated 6<sup>th</sup> June 2013 and the aforesaid Development Agreement dated 3<sup>rd</sup> August 2015, obtained sanction of another building plan in the name of the Owners from the RajpurSonarpur Municipality being Building Plan No. 180/Rev/CB/08/50 dated 24<sup>th</sup> November 2018.

O. Subsequent to sanction of the aforesaid Building Plan No. 180/Rev/CB/08/50 dated 24<sup>th</sup> November 2018, the Vendors entered into a revised allotment agreement dated 11<sup>th</sup> April 2019 between themselves and therein re-distributed the saleable area of the different Blocks to be constructed on the land described in the Parts I, II and III of the First Schedule hereto amongst themselves in accordance with the aforesaid Development Agreement dated 6<sup>th</sup> June 2013 and 3<sup>th</sup> August 2015 entered into by and between the Vendors and declared that the earlier Allotment

Agreement dated 5<sup>th</sup> July 2017 would stand cancelled and replaced by the Allotment Agreement dated 11<sup>th</sup> April 2019.

P. In terms of such Allotment Agreement dated 11<sup>th</sup> April 2019, the units described in Part I of the Third Schedule hereto comprised the allotment of the Devaloke Developers Limited and the units described in Part II of the Third Schedule hereto jointly comprised the joint allotment of Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi.

Q. Pursuant to the request made by West Bengal State Electricity Distribution Company Limited for making a gift of a suitable plot of land to them to enable them to set up a sub-station to cater to the estimated electricity load of the housing project, the Owners, by a Deed of Gift dated 2<sup>nd</sup> March 2021 duly registered at the office of the District Sub-Registrar III, Alipore being Deed no. 160301672 for the year 2021 gifted unto the said West Bengal State Electricity Distribution Company Limited a demarcated parcel of land measuring 19.52 decimals out of the total land contained in R.S. Dag no. 19, L.R. Dag no. 8 at Mouza Nischintapur after obtaining the written consent of more than two-thirds of individuals who had, by such date entered into agreements for sale in respect of flats in the said housing project.

R. The said Abdur Rauf Sardar alias Abdul Rouf Sarkar died intestate on 19<sup>th</sup> May, 2021 leaving him surviving his widow Shamim Ara Sarkar and his two sons namely Rehan Sarkar and Md. Raquim Sarkar, i.e, ourselves as his only heirs and legal representatives and the all assets and properties of the said Abdur Rauf Sardar alias Abdul Rouf Sarkar including his all rights and obligations under the aforesaid Development Agreement dated 3<sup>rd</sup> August, 2015 and the aforesaid Development Agreement dated 6<sup>th</sup> June 2013 thus devolved upon Shamim Ara Sarkar, Rehan Sarkar and Md. Raquim Sarkar.

S. In terms of the aforesaid Allotment Agreement dated 11<sup>th</sup> April 2019, the Unit No. ..... measuring square feet of carpet area equivalent to square feet of super-built area situated on the Floor of Block being constructed by Devaloke Developers Limited on the lands described in the First Schedule hereto forms part of the allocation of Devaloke Developers Limited, one of the Vendors abovenamed.

T. The Purchaser abovenamed approached Devaloke Developers Limited and offered to purchase the said Unit No. admeasuring \_\_\_ square feet of carpet area equivalent to \_ square feet of super-built area situated on the \_\_Floor of the Block \_ being constructed by the said Devaloke Developers Limited on the lands described in the First Schedule hereto ~~together with an open terrace contiguous to the said Unit containing an area of \_\_ square feet~~ and together with the right to park 1 (one) motor car in the open / covered / independent / dependant / mechanical car parking space(s) at the ground/first / second / third / fourth floor level / mechanical parking (upper/lower)at and for theaggregate consideration of Rs.\_\_(Rupees \_\_\_\_\_ only).

U. Devaloke Developers Limited, one of the Vendors being agreeable to sell the aforesaid Unit forming part of its allocation as aforesaid along with the right to park one motor carfor the consideration proposed by the Purchaser, accepted such offer of the Purchaser on the terms and conditions hereinafter appearing.

V. The Purchaser has perused the documents of title, the aforesaid development agreements and allotment agreements and the sanctioned building plan and has satisfied himself about the right, title and interest of the Vendor and the legality of the construction.

W. The Purchaser has satisfied himself that the carpet area of the said Unit No. \_\_\_\_\_ situated on the \_\_\_\_\_ Floor of Blockwouldbe \_\_\_\_\_ square feet.

X. In this Agreement, unless it is contrary or repugnant to the context or meaning, the following expressions shall have the meaning given against each item.

- a) VENDOR shall mean DEVALOKE DEVELOPERS LIMITED, RAFIKUL ALAM SARKAR, SHAMIM ARA SARKAR, REHAN SARKAR AND MD. RAQUIM SARKAR, JAHANARABIBI, AND HOSNEARABIBI ALIAS HOSENARABIBIdescribed above and its/his/her/their respective successors, liquidators, legal representatives, heirs, executors, administrators, and assigns its successors administrators and assigns
- b) PURCHASER shall mean \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, resident of \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_, son/daughter/wife of  
\_\_\_\_\_, resident of  
\_\_\_\_\_ and their respective  
heirs, executors, administrators, legal representatives and assigns

- c) UNIT shall mean the Unit No. \_\_\_\_\_ situated on the \_\_\_\_\_ Floor of Block \_\_\_\_\_ of the building complex known as 'DEVALOKE SONAR CITY' as more fully described in Part I of the Fourth Schedule hereunder written and bordered in Red ink on the floor plan annexed hereto.
- d) CARPET AREA shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. This area shall be measured and certified by the Architect of the project
- e) PROPORTIONATE SHARE shall mean the undivided impartible proportionate share which is agreed, fixed and settled to be the Purchaser's share in the land, the common portions and in all other common rights and liabilities including the common expenses.
- f) COMMON PARTS shall mean the common portions more fully described in the Eighth Schedule hereunder written.
- g) COMMON EXPENSES shall mean the expenses described in the Seventh Schedule hereunder written and shall include all the costs involved in maintaining and upkeep of all the common parts as described in the Eighth Schedule.
- h) CO-OWNERS shall according to its context mean all persons who have agreed to own Units in the proposed building including the Vendor in respect of the unacquired Units till such flats are acquired by others.
- i) PLAN shall mean sanctioned building plan obtained from the RajpurSonarpur Municipality in respect of the buildings on the property described in the First Schedule hereto being Building Plan No. 120/CB/08/48 dated 24<sup>th</sup> April 2015, Building Plan No. 194/Rev/CB/08/16 dated 20/01/2017 and Building Plan No. 180/Rev/CB/08/50 dated 24<sup>th</sup> November 2018 as also further plans to be obtained from such Municipality together with all modifications and amendments thereto.
- j) MAINTENANCE ASSOCIATION shall mean the association of the owners/purchasers of different units in the proposed buildings to be collectively

known as "DevalokeSonar City" to be constituted for management of the common areas and common services including the Club House.

- k) FORCE MAJEURE shall mean acts of God, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, labour trouble, order of injunction, action by the government or any agency thereof and/or any other act or commission beyond the reasonable control of the parties hereto.
- l) ARCHITECT shall mean 'SubirBasu & Associates' of 4 Broad Street, Kolkata 700019 appointed by the Vendor.
- m) ADVOCATE shall mean Mr. Rudradeb Chaudhuri of 34 Ballygunge Circular Road, Kolkata 700019.

That the Singular includes Plural and vice-versa and Masculine includes Feminine and Vice-Versa.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties as follows:

A The Vendors are the absolute and lawful owners of 11.9778 acres of land more fully described in Parts I, II and III of the First Schedule hereto, Devaloke Developers Limited, one of the Vendors herein having acquired title to the lands described in Part I of the First Schedule hereto by way of the duly registered title deeds more fully described in the Second Schedule hereto, Abdur Rauf Sarkar the predecessor-in-interest of some of the Vendors herein having acquired title to 9 decimals of the lands described in Part II of the First Schedule hereto by way of a Bengali Kobalet. the 7<sup>th</sup> day of May, 2002 registered in the office of the Addl. District Sub-Registrar Sonarpur in Book No. I, Volume No. 102, at Pages 396 to 402, Being No. 6111 for the year 2002 and having obtained title to 1 decimal thereof by way of a Deed of Gift dated 4<sup>th</sup> July 2013 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I, CD Volume No. 19 at Pages 5750 to 5777, Being No. 08269 for the year 2013 and Rafikul Alam Sarkar, Jahanara Bibi and Hosne Ara Bibi, some of the Vendors herein and Abdur Rauf Sarkar being the predecessor-in-interest of some of the Vendors herein, having acquired title to the lands described in Part III of the First Schedule hereto by way of inheritance.

B. The said land is earmarked for the purpose of building of a residential cum commercial project, comprising twenty multi-storied apartment buildings and one commercial building and the said project shall be known as 'Devaloke Sonar City' ("Project").

C. The Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the said land on which Project is to be constructed have been completed.

D. The RajpurSonarpur Municipality has granted the commencement certificate to develop the Project vide its approval being Building Plan No. 120/CB/08/48 dated 24<sup>th</sup> April 2015, Building Plan No. 194/Rev/CB/08/16 dated 20/01/2017 and Building Plan No. 180/Rev/CB/08/50 dated 24<sup>th</sup> November 2018.

E. The Vendors have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the buildings from the RajpurSonarpur Municipality. The Vendors agree and undertake that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Vendors had registered Phases I and II of the project under the provisions of the West Bengal Housing Industry Regulatory Acts and have obtained registration of the third phase of the project under the Real Estate (Regulation and Development) Act, 2016.

G. The Purchaser/Allottee had applied for an apartment in the Project vide application no. dated \_\_\_\_\_ and has been allotted Unit No. \_\_\_\_\_ admeasuring square feet of carpet area equivalent to square feet of super-built area situated on the Floor of the Block being constructed by the said Devaloke Developers Limited on the lands described in the First Schedule hereto ~~together with an open terrace contiguous to the said Unit containing an area of square feet and~~ together with the right to park one motor car in the open / covered / independent / dependant / mechanical car parking space(s) at the ground / first / second / third / fourth floor level / mechanical parking (upper/lower) as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the Fourth Schedule and the floor plan or the apartment is annexed hereto and marked as Map - I);

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

I. The Parties agree that the instant agreement comprises the entire agreement between the parties and no term or condition of this agreement shall be changed at any time unless the same is in writing duly signed by the parties hereto and it will not be open to any of the parties to allege that any oral agreement de hors this agreement was entered into.

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

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

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Apartment as specified in the Fourth Schedule hereunder.

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

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Vendors hereby agree to sell to the Purchaser /Allottee(s) and the Purchaser /Allottee(s) hereby agrees to purchase, the Apartment described in the Fourth Schedule hereunder.

1.2 The Total Price for the Unit / Apartment based on the carpet area is the amount of Rs.(Rupees \_\_\_\_\_) ("**TotalPrice**") mentioned in Part - I of the Fifth Schedule hereunder written and payable in the manner set out in Part - II of the Fifth Schedule hereunder written.

<p>Block/Building/Tower No. _          Apartment No. _____,          Type , on Floor</p> <p>Proportionate cost of common areas, Preferential location charges and Cost of exclusive balcony area and/or exclusive open terrace area</p> <p>AND          GST @ on Apartment (at current rates)</p> <p>AND          Maintenance Charge deposit</p>	<p>Price of Apartment on Carpet Area per square feet Rs. _____          x _____ sq. ft.          = Rs. _____/-</p> <p>Rs. Nil          Rs. _____/-</p> <p>Rs. _____/-</p> <p>Rs. _____/-</p>

**Explanation:**

(i) The Total Price above includes the booking amount paid by the purchaser/allottee to the Vendors towards the Apartment.

(ii) The Price above includes Taxes (consisting of tax paid or payable by the Vendors by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor, by

whatever name called) unto the date of the handing over the possession of the Apartment to the purchaser/allottee and the Project to the association of Purchaser/Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the purchaser/allottee(s) to the Vendor shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the purchaser/allottee;

(iii) The Vendor shall periodically intimate to the purchaser/Allottee(s), the amount payable as stated in (i) above and the purchaser/Allottee(s) shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the purchaser/Allottee(s) 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/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

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

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the purchaser/Allottee.

- 1.4 The Purchaser/Allottee(s) shall make the payment as per the payment plan set out in Part - II of the Fifth Schedule hereunder written ("Payment Plan").
- 1.5 The Vendors may allow, in their sole discretion, a rebate for early payments of instalments payable by the Purchaser/Allottee(s) by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/Allottee(s) by the Vendor.
- 1.6 It is agreed that the Vendor shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the Sixth, Eighth and Ninth Schedules hereto which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected in respect of the Apartment/building, as the case may be, without the previous written consent of the Purchaser/Allottee(s) as per the provisions of the Act:

Provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser/Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Vendor shall conform to the final carpet areas that has been allotted the Purchaser/Allottee after construction of the building is complete and the occupancy certificate the 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 Vendors. If there is reduction in the carpet area than the Vendor shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Purchaser/Allottee, the Vendors may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in Part II of the Fifth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Vendors agree and acknowledge that the Purchaser/Allottee shall have the right to the Apartment as mentioned below:

- (i) The Purchaser/Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Purchaser/Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser/Allottee(s) in the common areas is undivided and cannot be divided or separated, the Purchaser/Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall handover the common areas to the association of Purchaser/Allottees after duly obtaining the completion certificate from the competent authority 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with exterior paint, marbles, tiles, doors, windows, fire detection and

firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;

- (iv) The Purchaser/Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.

1.9 It is made clear by the Vendors and the Allottees agrees that the Apartment along with the parking space/facility being the subject matter of this agreement 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 accept for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottee(s) of the Project.

1.10 The Vendor agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Purchaser/Allottee(s) which it has collected from the Purchaser/Allottee(s), for the payment of outgoing/dues (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 Vendor fails to pay all or any of the outgoing/ dues collected by it from the Purchaser/Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser/Allottee(s), the Vendor agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues 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 therefore by such authority or person.

1.11 The Purchaser/Allottee has paid a sum of Rs. ₹ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Unit/Apartment at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan

described in the Fifth Schedule hereunder as may be demanded by the Vendors within the time and manner specified therein.

Provided that if the Purchaser/Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Vendor abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favour of DEVALOKE DEVELOPERS LIMITED payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approval which would enable the Vendor 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 Regulation of the Reserve Bank of India or any other applicable law. The Purchaser/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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Vendor accepts no responsibility in regard to matters specified in Para 3.1 above. The Purchaser/Allottee shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Vendors immediately and comply

with necessary formalities if any, under the applicable laws. The Vendor shall not be responsible towards any third-party making payment/remittances on behalf of Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE :**

The Vendor shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit/Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan & the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Vendor undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the RajpurSonarpur Municipality 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 Vendor shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT / PLOT:**

**7.1 Schedule for possession of the said [Apartment / Plot]** –The Vendor agrees and understands that timely delivery of possession of the Unit/Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees is the essence of the Agreement. The Vendor assures to handover possession of the Unit/Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on..... unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Purchaser/Allottee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Unit/Apartment provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee(s) agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/Allottee(s) the entire amount received by the Vendor from the Allotment within 45 days from that date. The Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agreed that he/ she shall not have any rights, claims etc. against the Vendor and the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-** The Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit/Apartment, to the Purchaser/Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor within three months from the date of issue of occupancy certificate]. The Vendor agrees and undertakes to indemnify the Purchaser/Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser/Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Vendor/ Association of Purchaser/Allottees, as the case may be, after the issuance of completion certificate for the Project. The Vendor shall handover the

occupancy certificate of the Apartment, as the case may be, to the Purchaser/Allottee at the time of conveyance of the same.

- 7.3 **Failure of Purchaser/Allottee to take possession of Unit/Apartment-** Upon receiving a written intimation from the Vendor as per Para 7.2 above, the Purchaser/Allottee(s) shall take possession of the Unit/Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Unit/Apartment to the Purchaser/Allottee(s). In case the Purchaser/Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Purchaser/Allottee-**After obtaining the occupancy certificate\* and handingover physical possession of the Unit/Apartment to the Purchaser/Allottee, it shall be the responsibility of the Vendor to handover the necessary documents and plan, including common areas to the Association of Purchaser/Allottees as per the local laws:  
Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including common areas, to the Association of Purchaser/Allotteeswithin thirty days after obtaining the completion certificate]
- 7.5 **Cancellation by Purchaser/Allottee-** The Purchaser/Allottee(s) shall have the right to cancel/withdraw hisallotment in the Project as provided in the Act:  
Provided that where the Purchaser/Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Vendor, the Vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/Allottee(s) shall be returned by the Vendor to the Purchaser/Allottee(s) within forty-five days of such cancellation.
- 7.6 **Compensation** –The Vendor shall compensate the Purchaser/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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the said Unit/Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Vendor shall be liable, on demand to the Purchaser/Allottee, in case the Purchaser/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 Unit/Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser/Allottee does not intent to withdraw from the Project the Vendor shall pay the Purchaser/Allottee interest for every month of delay, till the handing over of the possession of the Unit/Apartment, which shall be paid by the Vendor to the Purchaser/Allottee within forty-five days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :**

The Vendor hereby represents and warrants to the Purchaser/Allottee(s) as follows:

- (i) The Vendor has absolute, clear and marketable title with respect to the said Land and 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 Vendor 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 save and except that Devaloke Developers Limited has obtained credit facilities from the State Bank of India for the purposes of the project and has created mortgage of, inter alia, a portion of the property described in the Part I of the First Schedule hereto as security in respect thereof. Devaloke Developers Limited, one of the Vendors undertakes to have the said Unit released from such charge immediately upon the Purchaser making payment of all amounts payable under this Agreement.

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit/Apartment except the following Title Suits :
- (a) Title Suit No. 112 of 2022 pending In the Court of Civil Judge (Sr. Division) 2nd Court at Baruipur, South 24 Parganas
  - (b) Title Suit No. 470 of 2015 pending In the Court of Civil Judge (Sr. Division) 1st Court at Baruipur, South 24 Parganas
  - (c) Title Suit No. 206 of 2022 pending In the Court of Civil Judge (Sr. Division) 2nd Court at Baruipur, South 24 Parganas
  - (d) Title Suit No. 375 of 2022 pending In the Court of Civil Judge (Sr. Division) 1st Court at Baruipur, South 24 Parganas
  - (e) Title Suit No. 265 of 2022 pending In the Court of Civil Judge (Sr. Division) 1st Court at Baruipur, South 24 Parganas
  - (f) Title Suit No. 248 of 2022 pending In the Court of Civil Judge (Sr. Division) 2nd Court at Baruipur, South 24 Parganas
  - (g) Title Suit No. 360 of 2022 pending In the Court of Civil Judge (Sr. Division) 2nd Court at Baruipur, South 24 Parganas
  - (h) Title Suit No. 396 of 2022 pending In the Court of Civil Judge (Sr. Division) 2nd Court at Baruipur, South 24 Parganas
  - (i) Title Suit No. 838 of 2022 pending In the Court of Civil Judge (Jr. Division) 2nd Court at Baruipur, South 24 Parganas
  - (j) Title Suit No. 579 of 2022 pending In the Court of Civil Judge (Sr. Division) 1st Court at Baruipur, South 24 Parganas
- (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 Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit/Apartment and common areas;
- (vi) The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee(s) created herein may prejudicially be affected;
- (vii) The Vendor 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 Unit/Apartment which will, in any manner, affect the rights of Purchaser/Allottee(s) under this Agreement;

- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Unit/Apartment to the Purchaser/Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment to the Purchaser/Allottee(s) and the common areas to the association of Purchaser/Allottees;
- (x) The Schedule Property is not the subject matters 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 Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the Association of Purchaser/Allottees;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.

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

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

- (i) The Vendor fails to provide ready to move in possession of the Unit/Apartment to the Purchaser/Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to

between the parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Vendor under the conditions listed above, Purchaser/Allottee(s) is entitled to the following:

- (i) Stop making further payments to the Vendor as demanded by the Vendor. If the Purchaser/Allottee(s) stops making payments, the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee(s) be required to make the next payment without any interest; or
- (ii) The Purchaser/Allottee(s) shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser/Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Purchaser/Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Vendor to the Purchaser/Allottee within forty-five days of it becoming due.

9.3 The Purchaser/Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Purchaser/Allottee(s) fails to make payments for any demand made by the Vendor as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchaser/Allottee(s) shall be liable to pay interest to the Vendor on the unpaid amount at the rate prescribed in the Rules.

- (ii) In case of default by Purchaser/Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Vendor in this regard, the Vendor may cancel the allotment of the Unit/Apartment in favour of the Purchaser/Allottee(s) and refund the money paid to him by the purchaser/Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination.

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

The Vendor, on receipt of Total Price of the Unit/Apartment as per Para 1.2 under the Agreement from the Purchaser/Allottee shall execute a conveyance deed and convey the title of the Unit/Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser/Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor within three months from the date of issue of occupancy certificate].

However, in case the Purchaser/Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Purchaser/Allottee(s) authorises the Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendor is made by the Purchaser/Allottee(s).

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

The Vendor shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchaser/Allottees upon the issuance of the completion certificate of the Project. 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 Vendor as per this Agreement relating

to such development is brought to the notice of the Vendor within a period of five years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within thirty days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchaser/Allottee(s) 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/Plot] 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 Vendor/ maintenance agency/Association of Purchaser/Allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee(s) agrees to permit the Association of Purchaser/Allottees and/or maintenance agency to enter into the Unit/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE:**

Use of service areas:- The service areas, if any, as located within Devaloke Sonar City 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 Purchaser/Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Purchaser/Allottees for rendering maintenance services.

### **16. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**

- 16.1. Subject to Para 12 above, the Purchaser/Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit/Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Unit/Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes 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.
- 16.2. The Purchaser/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 façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser/Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Unit/Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser/Allottee shall also not remove any wall, including the outer and load wall of the Unit/Apartment.
- 16.3. The Purchaser/Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Vendor and thereafter the Association of Purchaser/Allottees and/or maintenance agency appointed by the association of Purchaser/Allottees. The Purchaser/Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Vendor 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 for charge shall not affect the right and interest of the Purchaser/Allottee(s) who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Vendor has assured the Purchaser/Allottees that the project in its entirety is in accordance with the provisions of all laws in force in the State of West Bengal, the Vendor showing compliance of various laws/ regulations as applicable in West Bengal .

**21. BINDING EFFECT :**

Forwarding this Agreement to the Purchaser/Allottee(s) by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/Allottee(s) until, firstly, the Purchaser/Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser/Allottee(s) and secondly, appears for registration of the same before the concerned Additional District Sub-Registrar at Sonarpur, District Sub-Registrar at Alipore / Additional Registrar of Assurances, Kolkata as and when intimated by the Vendor. If the Purchaser/Allottee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee(s) and/or appear before the Sub-Registrar/Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser/Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee(s), application of the Purchaser/Allottee shall be treated

as cancelled and all sums deposited by the Purchaser/Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser/Allottee(s) 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/ Plot/ 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 TO SUBSEQUENT PURCHASER/ALLOTTEE:**

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

25.1 The Vendor may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Purchaser/Allottee in not making payments as per the payment plan specified in The Fifth Schedule including waving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Vendor in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Purchaser/Allottees.

25.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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/Allottee(s) has to make any payment, in common with other Purchaser/Allottee(s) in the Project, the same shall be the proportion which the carpet area of the Unit/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 completed only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser/Allottee, in Kolkata after the Agreement is duly executed by the Purchaser/Allottee and the Vendor

or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Sonarpur, District Sub-Registrar at Alipore / Additional Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at the Vendor's office at Mahamayatala, Garia, Kolkata.

**30. NOTICES:**

That all the notices to be served on the Purchaser/Allottee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Vendor by registered post at their respective addresses specified below:

Devaloke Developers Limited	Purchasers : _____	It
82, Garia Main Road, Mahamayatala, Kolkata 700084	_____ _____	

shall be the duty of the Purchaser/Allottee and Vendor to inform each other of any changes 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 Vendor or the Purchaser/Allottee, as the case may be.

**31. JOINT PURCHASER/ALLOTTEE:**

That in case there are Joint Purchaser/Allottees all communications shall be sent by the Vendor to the Purchaser/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 Purchaser/Allottee(s).

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION :**

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

*[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].*

**34. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser/Allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

35. The parties have also agreed to the following additional terms and conditions for the purpose of clarifying the terms above. **Such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the Real Estate Regulation Act and the Rules and Regulations made thereunder.**
36. The consideration payable by the Purchaser to Devaloke Developers Limited, one of the Vendors for the said Unit/Flat described in the Part I of the Fourth Schedule hereto described in the the Fourth Schedule hereto will be the amount mentioned in Part - I of the Fifth Schedule hereunder written and payable in the manner set out in Part - II of the Fifth Schedule hereunder written.
37. The Purchaser has duly inspected, seen and approved the plans that have been sanctioned by RajpurSonarpur Municipality and has no objection thereto and has also agreed and does hereby agree that the Vendors may make such variations and/or modifications therein as may be deemed necessary or expedient or as may be required to be done by the Vendors at their instance or at the instance of the Municipality or any other local authority and hereby expressly accords his/her/their consent thereto. Such modifications may be in the sanctioned plans, layout plans or common areas. Devaloke Developers Limited, one of the Vendors may also acquire

additional plots of land contiguous to the property described in the First Schedule hereto, whether by purchase or joint venture agreement or otherwise and develop such lands as a part of the building complex known as 'DEVALOKE SONAR CITY' with Purchasers of Units erected on such additional plots being entitled to proportionately own and be entitled to the use of all common areas and facilities erected or constructed on the lands described in the First Schedule hereto.

38. Devaloke Developers Limited, one of the Vendors has informed the Purchaser that the Devaloke Developers Limited has obtained credit facilities from the State Bank of India for the purposes of the project and has created mortgage of, inter alia, a portion of the property described in the Part I of the First Schedule hereto as security in respect thereof. Devaloke Developers Limited, one of the Vendors undertakes to have the said Unit released from such charge immediately upon the Purchaser making payment of all amounts payable under this Agreement.
39. The Purchaser has also prior to the execution of this agreement taken inspection of all relevant documents of title in respect of the land and/or buildings and agrees not to question the same or put any requisition henceforth with regard thereto.
40. Any amount paid by the Purchaser to Devaloke Developers Limited, one of the Vendors in terms as aforesaid shall not carry any interest.
41. The sale of an undivided proportionate share in the land to the Purchaser in terms hereof shall be free from encumbrances but subject to the other provisions hereof.
42. Devaloke Developers Limited, one of the Vendors shall construct and complete the construction of the said Unit in the manner as mentioned in the Sixth Schedule hereunder written within 30<sup>th</sup> November 2028 unless prevented by force majeure or for any reason beyond the control of the Vendors subject to the Purchaser making

punctual payments and observing and performing the terms, conditions and covenants as are on his part to be observed and performed as herein contained.

43. Devaloke Developers Limited, one of the Vendors shall within the date of delivery of the said Unit, construct, install and/or complete the Common Areas in the manner and with the general amenities and provisions as described in the Eighth Schedule hereto (insofar as it relates to the Common Areas) and as be necessary for egress and ingress to and/or from the Unit and making the Unit habitable and tenantable and the remaining parts of the common portions shall be constructed and/or completed by the said Devaloke Developers Limited within a reasonable time and in the manner and with general amenities and provisions hereunder written (insofar as such remaining part of the common portions are concerned). The decision of the Architect shall be final in respect of all issues concerning workmanship, quality of materials used in the construction and fittings supplied.
44. In case by reason of the contract herein made by the Purchaser with the Vendors for sale of the unit and the common portions, the Vendors be exposed to any liability for payment of GST, Sales Tax, Service Tax, Value Added Tax or any other statutory liabilities, etc., then and in such event the same shall be the liability of the Purchaser and the Purchaser shall forthwith on demand by the Vendors pay to the Vendors the same and shall also indemnify and keep the Vendors saved harmless and indemnified against all costs, charges, expenses, losses, actions and proceedings in respect thereof.
45. In addition to the price mentioned in Part - I of the Fifth Schedule hereto, the Purchaser shall also pay to Devaloke Developers Limited, one of the Vendors the proportionate costs, expenses, deposits and charges for electricity meter, transformer, HT and LT cable, generator, documentation charges & maintenance cost deposit as applicable.

46. The Purchaser shall also pay wholly the costs of stamp fees, registration charges and miscellaneous expenses for this document and all documents to be executed in pursuance hereof and shall deposit with Devaloke Developers Limited the estimated value thereof at or before the date of taking possession.
47. All amounts mentioned in Clause 44 and 45 hereinabove shall be paid by the Purchaser to Devaloke Developers Limited, one of the Vendors 15 (fifteen) days before the date of possession of the said Unit or the date of execution of the Deed of Conveyance, whichever is earlier.
48. It is clarified that if by reason of such additions and/or alterations and/or for providing additional work and/or facility and/or utility as aforesaid any delay is made in completion of the construction of the Unit and common portions thereby causing delay in the delivery thereof from the agreed date of delivery, the Vendors shall not be liable for any damages or costs.
49. Until the date of actual delivery of possession of the Unit, Devaloke Developers Limited, one of the Vendors shall exclusively be entitled to use and possess the Unit and every part thereof.
50. Upon delivery of possession of the Unit, the Purchaser shall be entitled to use and possess the same and every part thereof exclusively and be entitled to the rents issues and profits thereof.
51. At any time hereafter and upon payment of all the dues of the Vendors and/or the Maintenance Association hereunder and upon due observance and performance of the terms covenants and conditions as are on the part of the Purchaser to be paid, observed and performed, the Purchaser shall be entitled to nominate, sell, lease, mortgage, charge, let out or part with the possession of the Unit along with the said

undivided impartible proportionate share in the land and the common portion provided however as follows :

- a) Devaloke Developers Limited, one of the Vendors shall be paid a Nomination charge calculated @ Rs. 75/- (Rupees seventy five) per square feet of carpet area of the Unit in respect of each nomination ;
- b) Any such nomination, transfer, lease, mortgage, charge and/or letting out shall be subject to the terms covenants and the conditions contained in this agreement as are on the part of the Purchaser to be paid, observed and performed save to the extent already observed and performed ;
- c) The Purchaser shall pay all increase in the Municipal rates and taxes and other outgoing as may be occasioned due to the letting out of the said Unit.
- d) The Nomination agreement shall be prepared by the Advocate defined above. The fees of the Advocate for drafting such Nomination Agreement shall be Rs. 7,500/- to be paid by account payee cheques drawn in the name of Mr. Rudradeb Chaudhuri and made over to Devaloke Developers Limited, one of the Vendors.
- e) The Purchaser shall however not have the right to make any nomination within twenty four months from the date of this agreement.

It is however agreed and understood that in the event the Purchaser has obtained credit facilities from any bank or financial institution for the purpose of financing the purchase of the Unit, no nomination will be made without first obtaining a 'no objection certificate' from such bank or financial institution.

52. The Purchaser shall not for any reason whatsoever obstruct the Vendors' completion of construction of any part of the building and/or the proposed building notwithstanding any temporary inconvenience to the Purchaser in enjoyment of the Unit and the common portions.

53. The Purchaser shall not for any reason whatsoever obstruct the Vendors in its transferring the remaining share in the land and/or the other portions of the proposed building and/or parts thereof to any person or persons.
54. During construction and at all times thereafter till the said date of delivery, the Unit and the said undivided proportionate share in the land shall be at the risk of the Vendors and thereafter the same shall be at the risk of the Purchaser. The Purchaser shall not request the Vendors to permit workmen engaged by the Purchaser to either have access to the said Unit or to carry on any work of whatever nature therein before the date of delivery of possession.
55. The Purchaser shall become liable to pay proportionate share of the common expenses upon the expiry of 15 days from the date of issuance of the notice of taking delivery of the said unit or from the date of actual delivery of possession, whichever is earlier.
56. The Purchaser shall, within 15 days of receipt of notice of possession and in any event before taking delivery of possession, fulfil his covenants herein as are on his part to be observed and fulfilled till the date of delivery.
57. The Unit shall for all purposes to deemed to be completed as soon as the flat therein be internally completed and the Vendors provide egress and ingress thereto and water and sewerage connection therein and obtains completion certificate from either the RajpurSonarpurMunicipality or the Architect.
58. Before the date of delivery of the Unit or the date of execution of the Deed of Conveyance, whichever is earlier, the purchaser shall :
  - a) Pay to Devaloke Developers Limited, one of the Vendors all amounts then remaining payable as consideration for the said Unit and the undivided impartible

proportionate share in the land as mentioned in parts I and II of the Fifth Schedule hereunder written.

- b) Deposit with Devaloke Developers Limited, one of the Vendors the amounts for the purposes and on the conditions as mentioned in Part-III of the Fifth Schedule hereunder written.
- c) Pay to Devaloke Developers Limited, one of the Vendors the further amounts for the purposes and on conditions mentioned in Clauses 46 and 47 hereof, if any, if the same be then remaining due and payable.

59. As from and after the date of delivery the Purchaser covenants :

- a) To co-operate with the Vendors and the Maintenance Association in the management and maintenance of the common portions of the building and the common services
- b) To observe the rules framed from time to time by Devaloke Developers Limited, and upon its formation by the Maintenance Association, for quiet, peaceful and beneficial enjoyment of the Unit and/or the common portions and services.
- c) Not to obstruct the construction and completion of the building and/or proposed building in any manner whatsoever notwithstanding any temporary inconvenience to the Vendors' enjoyment of the Unit.
- d) To allow the Vendors and/or the Maintenance Association and its workmen to enter into the Unit for carrying out all work required for the common purposes.
- e) To pay proportionate share of the common expenses regularly and punctually as billed by Devaloke Developers Limited / Maintenance Association.
- f) To pay regularly and punctually all outgoings and the rates and taxes, for and/or in respect of the land and proposed building proportionately and for the Unit wholly.
- g) To pay for all the charges for electricity and other utilities/services in or relating to the Unit.
- h) Not to use or utilize the said flat or any part thereof or any car parking space for any commercial, professional, trading or manufacturing activities of any nature

nor to allow such areas to be used for any purpose other than for residential purpose or for the parking of a motor vehicle.

60. All the aforesaid covenants of the Purchaser shall be deemed to be the covenants running with the land.
61. All payment to be made by the Purchaser as mentioned in Clause 58 (e) and (f) hereinabove written shall be made from time to time and within 15 days of the Vendors/Maintenance Association sending its bill and/or demand for the same to the Purchaser. In the event of delay in making payment, the purchaser will be liable to make payment of interest at the rate of 1 (one) percent per month compounded monthly in respect of all amount not paid within the due date by which the same was required to be paid.
62. After the date of delivery, if any additions and/or alterations to the buildings are thereafter required to be carried out at the instance of RajpurSonarpur Municipality or any other statutory authority, the same shall be carried out by the Purchaser insofar as they relate to the Unit and by the co-owners of the building including the Purchaser insofar as they relate to the common portions in the building and the Vendors shall not be made liable and/or responsible for the same. The Purchaser shall not make any addition or alteration or deviation to or in respect of the said Unit even after receipt of possession thereof at any time before the Completion Certificate is obtained from the RajpurSonarpurMunicipality.
63. Devaloke Developers Limited, one of the Vendors shall, after completion of the proposed buildings and delivery of possession thereof to all persons who have purchased / agreed to purchase Units in the said project, constitute an Association of such unit owners for the purpose of maintenance of the common areas and common services. The costs of formation of such Association shall be Rs. 10,000/- (Rupees ten thousand) per unit borne by all unit owners. Formation/constitution of

such association will not include steps for registration of the said Association which may be done by the unit owners themselves if they so desire at their own cost.

64. The Purchaser shall, prior to taking possession of the said Unit, deposit with Devaloke Developers Limited, one of the Vendors an amount equivalent to Rs.50/- per square foot of carpet area of the said Unit towards maintenance charges of the common areas and services for a period of one year from the date of possession of the Unit and shall also and at the same time deposit with the said Devaloke Developers Limited an amount equivalent to Rs. 40/- per square foot of carpet area of the said Unit towards a sinking fund. Such sinking fund deposit will be made over by Devaloke Developers Limited to the Maintenance Association simultaneously with responsibility for maintenance of the common areas & services being made over to such Association. Such sinking fund will be used by the Maintenance Association for meeting capital expenses.
65. The said Devaloke Developers Limited shall upon completion of the proposed buildings in all respects and upon completion of all transfers envisaged hereunder and upon constitution of the Maintenance Association transfer to the Maintenance Association all the Vendors' rights and obligations with regard to common purposes.
66. Until the time the management and maintenance of the common areas and facilities is made over to the Maintenance Association constituted as aforesaid, Devaloke Developers Limited, one of the Vendors shall manage and maintain the common portions by itself or through its nominee or nominees in a proper and decent manner at the expenses of the co-owners and upon formation of such Maintenance Association the maintenance of the common portions shall be handed over and/or be the responsibility of such Association. No maintenance charges shall however be payable in respect of residential units in respect of which agreement for sale have not been entered into by the Vendors abovenamed and which are still unsold.

67. The Purchaser does hereby nominates constitutes and appoints Devaloke Developers Limited as his/her/their true and lawful Attorney for the purposes as follows :
- a) To apply for and obtain connection for electricity and/or other utilities and other facilities for and/or relating to the unit and/or the proposed building and/or any of them.
  - b) To form the Association.
  - c) To do all works for which various payments and/or deposits as are agreed to be made by the Purchaser in terms of this agreement.
68. The Purchaser agrees to grant in favour of Devaloke Developers Limited, one of the Vendors and/or its nominee or nominees such further powers, authorities and confirmations and to sign and execute all papers and documents as be reasonably required by the Vendors for the aforesaid purpose.
69. All costs charges and expenses for and in connection with the aforesaid shall be borne and paid by the Purchaser and/or proportionately by the Co-owners of the other Units as the case may be.
70. The form and the mode of transfer and the terms conditions and covenants of the Deed of Conveyance and all documents to be executed in pursuance hereof shall be such as be drawn, settled and finalised by the Advocate defined above. All steps for registration of this agreement of sale and preparation and registration of the Deed of Conveyance will also be taken through the Advocate defined above and will be at the cost of the Purchaser.
71. All costs, charges and expenses for Stamp Duty, Registration Fees and Fees of the Advocates for the transfer of the said Unit in favour of the Purchaser shall be borne and paid by the Purchaser absolutely. Any GST, Contract Tax, Sales Tax or any levy charged/chargeable by the Government at a subsequent date shall be paid by

the Purchaser. The Purchaser shall, before obtaining possession of the said Unit, deposit with Devaloke Developers Limited an amount equal to that estimated by the Advocate as liable to be incurred on account of stamp duty, registration charges and miscellaneous expenses.

72. The fees of the Advocate for drafting of this Agreement and drafting the Deed of Conveyance shall be Rs. 15,000/- (Rupees fifteenthousand), out of which Rs.7,500/- shall be paid by the Purchaser simultaneously with the execution of this agreement and the balance Rs. 7,500/- at or before the date of possession or the date of execution of the Deed of Conveyance, whichever is earlier. The fees of the Advocate shall be paid by account payee cheques drawn in the name of Mr. Rudradeb Chaudhuri and is to be made over to Devaloke Developers Limited.
73. The Purchaser shall not be entitled to use the said Unit for any illegal or immoral purpose or in any manner which may be found offensive by other unit owners.
74. Land underneath of the said building shall always remain common and/or impartible and the Purchaser shall not be entitled to seek for partition of the land.
75. All outgoings in respect of the Unit shall be borne by Devaloke Developers Limited, one of the Vendors till the date of handing over of possession in habitable condition as aforesaid or till the date of obtaining of the completion certificate, whichever is earlier. All outgoings thereafter will be borne by the Purchaser.
76. (a) A Club House building is to be constructed by Devaloke Developers Limited on a portion of the land. The entirety of the ground floor of the club house building save and except the electrical room, security room and the two entrance lobbies leading to the upper floors of the club house building will remain the exclusive property of Devaloke Developers Limited and may be used in such manner as Devaloke Developers Limited deems fit and proper. The upper floors of such building

will house the Club to be known as 'Sonar Tori' and will form part of the common areas. Purchasers of Units at Devaloke Sonar City will be entitled to use the facilities provided at Sonar Tori and in such club-house upon making regular payment of such monthly/yearly subscription as may be decided by the Vendors / Maintenance Association from time to time and upon abiding by all rules and regulations framed by the Vendors / Maintenance Association for use of the Club. The facilities intended to be provided in the club / club-house are described in the Ninth Schedule hereto.

(b) It is expressly made clear that the membership of the Purchaser to the Club shall cease upon the Purchaser transferring the Unit in favour of a third party. It is hereby clarified that the Club membership is not transferable and can only be used by the Purchaser and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Unit to be entitled to use the facilities of the Club solely on the basis of being in possession of the Unit.

(c) The rights and obligations of the Purchaser as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Vendors / Maintenance Association, as the case may be, in due course and circulated to members before the Club is made operational. The Purchaser agrees, undertakes and covenants to abide by such rules and make payment of all periodic subscriptions and other expenses relating thereto. On failure of the Purchaser to regularly pay the charges, subscription, etc. in respect of the Club, the Vendors / Maintenance Association, as the case may be, shall be entitled to restrict the Purchaser's entry to the Club and withdraw all the privileges of the Club to the Purchaser, and the Purchaser hereby gives his/her/their unfettered consent to the same.

77. If the Purchaser intends to cancel this agreement of his own volition, he shall do so by way of a written communication addressed to Devaloke Developers Limited, one of the Vendors abovenamed. Upon receipt of such communication, Devaloke Developers Limited shall, within 45 (forty five) days of receipt thereof, refund to the Purchaser the amounts actually paid by the purchaser in terms of this agreement without any interest thereon. Devaloke Developers Limited shall however, before returning such sum deduct therefrom an amount equal to 10 (ten) percent of the total consideration payable for the said Unit. Such deduction shall be as and by way of liquidated damages and will not be disputed by the Purchaser. Devaloke Developers Limited shall, immediately upon receipt of the notice of cancellation, be entitled to deal with the said unit in any manner it deems fit and proper including selling such unit to others free from all encumbrances, claim, charge or right of the Purchaser. Such cancellation and refund will however be subject to force majeure.
78. In the event the Purchaser fails and neglects to make payment of any of the instalments specified in Part II of the Fifth Schedule hereto within the due date for making payment of such individual instalment, the Purchaser shall be liable to make payment of interest at the rate of 2 percent per annum in excess of the State Bank of India Prime Lending Rate compounded monthly in respect of all amount not paid within the due date by which the same was required to be paid.
79. In the event the Purchaser fails and neglects to make payment of any of the instalments specified in Part II of the Fifth Schedule hereto for a period beyond two consecutive months after notice from the Vendor in this regard, Devaloke Developers Limited will be entitled to terminate this agreement and to deal with the said unit in any manner it deems fit and proper including selling such unit to others free from all encumbrances, claim, charge or right of the Purchaser. Devaloke Developers Limited shall, in the event it terminates the instant agreement as aforesaid, within 45 (forty five) days of such termination, refund to the Purchaser the amounts actually paid by the purchaser in terms of this agreement without any

interest thereon. Devaloke Developers Limited shall however, before returning such sum deduct therefrom an amount equal to 10 (ten) percent of the total consideration payable for the said Unit. Such deduction shall be as and by way of liquidated damages and will not be disputed by the Purchaser.

80. Any delay or indulgence by the Vendors in enforcing the terms and conditions of this Agreement or any forbearance of giving of time to the Purchaser shall not be construed as waiver on the part of the Vendors of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Vendors.
81. If upon actual measurement being taken prior to handing over of possession of the Unit the area of the said Unit is found to be a little more or less than that mentioned herein the sale price of the Unit will be adjusted accordingly and if any further sum is found to be payable by the Purchaser on such account, the same will be paid by the Purchaser to Devaloke Developers Limited before possession is made over to the Purchaser or before the date of execution of the Deed of Conveyance, whichever is earlier. If any sum is found to be refundable to the Purchaser on such account, the same will be refunded by Devaloke Developers Limited to the Purchaser simultaneously with handing over of possession of the Unit. Variation in size of the Unit will not be by more or less than 2 percent of the carpet area of the Unit mentioned in Part I of the Fourth Schedule hereunder written.
82. In the event Devaloke Developers Limited fails and neglects to construct and complete the construction of the said Unit in the manner as mentioned in the Sixth Schedule hereunder written within 30<sup>th</sup> November 2028 as agreed aforesaid unless prevented by force majeure or for any reason beyond the control of the Vendors and in spite of the Purchaser making punctual payments and observing and performing the terms, conditions and covenants as are on his part to be observed and performed, Devaloke Developers Limited will pay to the Purchaser liquidated

damages in the form of interest at the rate of 2 percent per annum in excess of the State Bank of India Prime Lending Rate compounded monthly calculated upon the net amount received by Devaloke Developers Limited from the Purchaser towards the price of the Unit. Such interest will be paid in respect of the period 1<sup>st</sup> December 2028 till the date construction of the said Unit is completed.

83. If the main door of the said Unit is at any time replaced by the Purchaser for whatever reason, the Purchaser will replace the same with another door of identical design and finish. If the Purchaser intends to fit window grilles and/or collapsible gates, the same shall be of the design and specification as decided upon by the Architect appointed by Devaloke Developers Limited. The Purchaser shall also not enclose any balconies nor install air conditioners except at the spaces designated for the same nor change the outer elevation of the building in any manner and shall adhere to the colour scheme decided upon by the Architect and/or the Owners' Association in respect of all areas visible from outside the Unit.
84. All letters, receipts and/or notices required to be issued by the Vendor and despatched under registered post with acknowledgment due to the address of the purchaser as mentioned in this Agreement may, alternatively, be sent by email to the email address provided by the Purchaser which will be sufficient proof of despatch of the same to the Purchaser and shall effectually discharge Devaloke Developers Limited. The Purchaser will be deemed to have received such notice etc. twenty-four hours after the same has been sent by email or on the seventh day after the same is despatched by post with sufficient postage paid thereon.
85. All disputes and differences by and between the parties hereto in any way related to or connected with the Premises and/or the Unit and / or this Agreement and / or anything done in pursuance hereof shall be settled amicably by mutual discussions, failing which the same shall be referred to the sole arbitration of Mr. Rudradeb Chaudhuri, Advocate of 34 Ballygunge Circular Road, Kolkata 700019 and will be

adjudicated in accordance with the Arbitration and Conciliation Act, 1996. The said Arbitrator shall have the right to proceed summarily and to make interim awards.

86. No term or condition of this agreement shall be changed at any time unless the same is in writing duly signed by the parties hereto and it will not be open to any of the parties to allege that any oral agreement de hors this agreement was entered into.
87. This agreement is being prepared and executed in two originals, one being retained by the Vendor and the other by the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

ALL THAT 8.180 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Dag Nos. 449, 495, 450, 460, 497, 498, 454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at MouzaJagannathpur under L. R. Khatian No. 1257 ; 1.2830 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at MouzaTeghoriunder L. R. Khatian No. 2480 ; and 2.10 Acres of land contained in R.S Dag Nos. 4, 5, 6, 14, 15, 16, 17, 18, 18/494 and 19 (being L.R. Dag Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10) situate and lying at MouzaNischintapurunder L. R. Khatian No. 948,all within P.S. and Sub-Registry Office Sonarpur, all within the limits of Ward 8 of the RajpurSonarpur Municipality in the District of South 24-Parganasexclusivelyowned byDevaloke Developers

Limited till execution of the two several registered Deeds of Gift, both dated 14<sup>th</sup> October 2015.

**PART II**

ALL THAT the plot of land measuring 10 Decimals, equivalent to 6 Cottahs 36 square feet, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised in R.S. Dag No. 459 corresponding to L.R. Dag No. 500 under Khatian No. 1340, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas exclusively owned by Abdur Rauf Sarkar till execution of the two several registered Deeds of Gift, both dated 14<sup>th</sup> October 2015

**PART III**

ALL THAT the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, lying within the limits of Rajpur Sonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No. 460 corresponding to L.R. Dag No. 501 under L. R. Khatian Nos. 345, 659, 671 and 1005, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas exclusively owned by Rafikul Alam Sarkar, Abdur Rauf Sarkar, Jahanara Bibi and Hosne Ara Bibi till execution of the two several registered Deeds of Gift, both dated 14<sup>th</sup> October 2015.

**PART – IV**

(Entire Property being total areas of Part - I, II, & III above written less the land gifted to WBSEDCL)

ALL THAT the piece & parcel of land measuring 36 Bighas 4 Cotthas 10 Chhataks and 15 Square feet be the same a little more or less, in Mouzas Jagannathpur, Nischintapur and Teghori more fully described in Parts I, II & III above written (save and except the demarcated parcel of land measuring 19.52 decimals in R.S. Dag no. 19, L.R. Dag no. 8 at Mouza Nischintapur gifted to West Bengal State Electricity Distribution Company Limited as aforesaid), situate and lying at Holding No. 1117, Sonarpur Station Road, within the limits of

the RajpurSonarpurMunicipality,under ward No. 08, Post Office SonarpurPolice Station Sonarpur now Narendrapur butted and bounded in the following manner:-

- ON THE NORTH BySonarpur Station Road and R.S.Dag No.422in MouzaJagannathpur and R.S.Dag Nos. 400, 410, 418, 428 & othersMouzaTeghori
- ON THE SOUTH By20' wide Municipal Road and R.S.Dag Nos. 408, 465, 466, 468 & others in MouzaJagannathpur
- ON THE EAST By R.S.Dag Nos. 431, 465 & othersin MouzaJagannathpur and R.S. Dag Nos. 427, 428in MouzaTeghoriand R.S. Dag Nos. 20in MouzaNischintapur
- ON THE WEST ByR.S.Dag Nos.408, 416, 422, 434, 433 (Part)in MouzaJagannathpur

THE SECOND SCHEDULE ABOVE REFERRED TO

JAGANNATHPUR MOUZA

<u>SL NO.</u>	<u>DEED NO.</u>	<u>R.S DAG NO.</u>	<u>L. R DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
1.	2012/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1125 to1138 A.R.A.1, Kolkata.	440 441 443	482 483 485	12.00 11.00 7.00	BasirDhali
2.	2015/08dt.31.01.2007 Book1,CD Volume 67 Page No.1152to1165 A.R.A.1, Kolkata	442	484	25.00	Asraf Ali Bhangi
3.	2016/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1166 to 1178 A.R.A.1, Kolkata	449	490	47.00	Arjed Ali Seikh
4.	2044/08dt.31.01.2007 Book1, CD Volume 67	434	476	8.00	Year Ali Sardar

Page No. 1657 to 1668  
A.R.A.1, Kolkata

5.	7118/08dt.31.01.2007 Book1,CD Volume 76 Page No.8314 to 8330 A.R.A.1,Kolkata.	433/811	475	6.00	AbdulKarim Gayen &Ors.
6.	7128/08dt.31.01.2007 Book1,CD Volume 76 Page No.8398 to 8415 A.R.A.1, Kolkata.	433	473	12	Abdul Karim Gayen &Ors.
7.	2021/08dt.14.03.2007 Book1, CD Volume 67 Page No.1237to 1251 A.R.A.1, Kolkata.	439	481	14	Ahmed Ali &Ors
8.	2030/08dt.14.03.2007 Book1,CD Volume 67 Page No.1526to1551 A.R.A.1, Kolkata	435 436 437	477 478 479	10.00 1.00 6.00	Jiyad Ali Mondal & Ors.
9.	2033/08dt.14.03.2007 Book1, CD Volume 67 Page No. 1526 to 1551 A.R.A.1, Kolkata.	452 455	493 496	4.00 4.00	AjidaBibi
10.	2048/08 dt.14.03.2007 Book1, CD Volume67 PageNo.1669 to1695 A.R.A-1, Kolkata.	450 451	491 492	37.00 30.00	Jiyad Ali Mondal & Ors.
11.	3428/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 478to 496 A.D.S.R., Sonarpur	450 451	491 492	3.00 2.00	Anwar Ali Mondal
12.	3429/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 497to 513 A.D.S.R.,Sonarpur	435 436 437	477 478 479	4.00 1.00 2.00	Anwar Ali Mondal
13.	8721/08 dt. 21.08.2007 Book1, CD Volume 79 Page No.260to 272 A.R.A.1, Kolkata	421	463	5.00	Sakila Bibi

14. 8742/08 dt. 21.08.2007 Book1, CD Volume79 Page No. 484to 495 A.R.A-1, Kolkata.	407 454	449 495	5.00 20.00	Ahed Ali Bhangi
15. 8832/08dt: 21.08.2007 Book1, CDVolume 79 Page No.1833to 1849 A.R.A.1, Kolkata.	452 455	493 496	18.00 19.00	Ahed Ali Bhangi&Ors
16. 1406/08 dt: 28.02.2008 Book1, CD Volume2 Page No. 2955to 2968 A.D.S.R., Sonarpur	421	463	8.00	Asraf Ali Bhangi
17. 2549/08 dt. 19.03.2008 Book1, CD Volume 5 Page No.4756to 4775 A.D.S.R. Sonarpur	458	499	30.00	Sahebjan &Ors.
18. 2550/08 dt. 19.03.2008 Book1, CD Volume5 Page No.4776to 4795 A.D.S.R. Sonarpur	416 420	458 462	8.50 25.00	Rabia Bibi &Ors.
19. 2637/08 dt: 26.03.2008 Book1, CD Volume6 Page No. 894to 907 A.D.S.R. Sonarpur	421	463	4.00	Ramjan Ali Mondal
20. 2639/08 dt: 26.03.2008 Book1, CD Volume6 Page No.927to 940 A.D.S.R. Sonarpur	460	501	20.00	Sahara Banu &Ors.
21. 3194/11 dt. 25.04.2011 Book1, CD Volume11 Page No. 1842to 1856 D.S.R-IV, 24 Pgs(S)	460	501	16.00	Dawood Ali Bhangi
22. 8302/11 dt. 17.11.2011 Book1, CD Volume27 Page No.4658to 4673 D.S.R-IV, 24 Pgs(S).	460	501	16.00	JobedaBibi
23. 10937/08 dt. 10.11.2008 Book1, CD Volume38 Page No. 225to 239 A.D.S.R. Sonarpur	419	461	10.00	Nur Hosen Dhali

24. 5016/10dt. 25.06.2010 Book1, CD Volume17 Page no. 4951to 4966 D.S.R-IV, 24Pgs (S).	412	454	30.00	Maleka Begum &Ors.
25. 9355/08 dt.10.09.2008 Book1, CD Volume26 Page No. 2212to 2228 A.D.S.R. Sonarpur	417	459	21.00	Sofia Bibi &Ors.
26. 12070/08 dt. 05.12.2008 Book1, CD Volume45 Page No.148to 166 A.D.S.R. Sonarpur	445 447	487 488	5.00 6.00	Ahmmad Hossein Mondal & Ors.
27. 12071/08 dt. 05.12.2008 Book1, CD Volume45 Page No.167to 184 A.D.S.R. Sonarpur	438 448	480 489	27.50 43.00	Giyasuddin Mondal&Ors.
28. 1028/09 dt. 30.01.2009 Book1, CD Volume3 Page No.5072to 5089 A.D.S.R. Sonarpur	458	499	24.00	Enayet Hossain & Ors
29. 2836/08 dt. 24.02.2009 Book1, CD Volume8 Page No. 5422to 5458 A.D.S.R. Sonarpur	408 418 457 456	450 460 498 497	16.00 10.00 92.00 24.00	RafikulAlam Sarkar &Ors.
30. 9252/08 dt.15.09.2008 Book1, CD Volume26 Page No. 630to 643 A.D.S.R. Sonarpur	412	454	8.00	Seikh Ahmed Hussain
31. 5017/10dt. 25.06.2010 Book1, CD Volume17 Page No.4697to 4986 D.S.R-IV, 24Pgs (S).	464	505	16.00	RiziaBewa &Ors.
32. 7231/10 dt. 21.09.2010 Book1, CD Volume 25 Page No.1662to 1678 D.S.R-IV, 24Pgs (S).	459	500	25.00	RafikulAlam Sarkar &Ors.
33. 8644/11dt. 25.07.2011 Book1, CD Volume20 Page No.5300to 5312 A.D.S.R. Sonarpur, W.B.	453	494	9.50	Farahabul Bhangi

34. 946/13 dt. 7.02.2013 Book1, CD Volume5 Page No.1291to 1305 D.S.R-IV, 24 Pgs(s)	453	494	9.50	Mohinur Bhangi
35. 14528/12 dt. 1.12.2012 Book1, CD Volume 38 Page No.4897 to 4916 Being No.14528 of 2012 A.D.S.R. Sonarpur, W.B.	436	478	1.00	Sanat Kumar Chattopadhyay &Ors.

TEGHARI MOUZA

<u>SL NO.</u>	<u>DEED NO.</u>	<u>R.S DAG NO.</u>	<u>L. R DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
36. 8771/08 dt. 31.08.2007 Book1, CD Volume 79 Page No. 837 to 852 A.R.A-1, Kolkata.		404	439	25.00	Ramjan Ali Seikh&Ors.
37. 10196/12 dt. 28.12.2012 Book1, CD Volume 36 Page no.3979 to 3993 D.S.R-IV, 24 Pgs(S)		404	439	3.00	Sarafuddin Mondal
38. 4032/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 656to 681 D.S.R-IV,24 Pgs(S).		417	448	34.00	Golam Mustafa Mondal & Ors.
39. 4033/09 dt.15.07.2009 Book1, CD Volume13 Page No. 705to722 D.S.R-IV,24 Pgs(S).		412	434	12.00	Golam Mustafa Mondal &Ors.
40. 4035/09 dt.15.07.2009 Book1, CD Volume13 Page No.740to 751 D.S.R.-IV, 24 Pgs(S).		400	431	3.30	Jakir H. Mondal
41. 3058/10dt. 21.04.2010 Book1, CD Volume11 Page No. 2915to2932		411	446	25.00	Golam Mustafa Mondal &

	D.S.R-IV, 24 Pgs(S).				Ors.
42.	1102/11 dt. 14.02.2011 Book1, CD Volume4 Page No.3658to 3676 D.S.R-IV, 24 Pgs(S).	417	448	3.00	AnguraBewa &Ors.
43.	10203/12 dt. 28.12.2012 Book1, CD Volume37 Page No. 155to171 D.S.R- IV, 24 Pgs(S).	413	435	4.00	Abbas Ali Mondal & Ors.
		414	436	4.00	
44.	10204/12 dt. 28.12.2012 Book1, CD Volume37 Page No.140to 154 D.S.R-IV, 24 Pgs(S).	416	447	15.00	Abbas Ali Mondal.& Ors.

NISCHINTAPUR MOUZA

SL NO.	<u>DEED NO.</u>	R.S <u>DAG NO.</u>	L. R <u>DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
45.	11440/08 dt.13.05.2008 Book1, CD Volume59 Pages No.4254to 4269 A.R.A-1, Kolkata.	17	4	3.30	Gita Patra
46.	1354/09 dt. 31.03.2009 Book1, CD Volume4 Pages No.154to 166 D.S.R-IV, 24 Pgs(S).	17	4	3.00	Sirajul Haque Fakir &Ors.
47.	1355/09 dt. 31.03.2009 Book1, CD Volume4 Page No.167to 179 D.S.R-IV, 24 Pgs(S).	17	4	3.7	H. Das &Ors.
48.	3266/09 dt.19.06.2009 Book1, CD Volume10 Pages No.872to 886 D.S.R-IV, 24 Pgs(S).	15	9	17.00	RiziaBewa &Ors.
49.	4031/09 dt. 15.07.2009 Book1, CD Volume13 Pages No.603to 626	4	1	7.00	Golam Mustafa Mondal &

					Ors.
D.S.R-IV, 24 Pgs(S).					
50. 4034/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 723to 739 D.S.R-IV, 24 Pgs(S).	4	1	7.00		Moharjan Bewa&Ors.
51. 4028/09dt. 16.07.2009 Book1, CD Volume13 Page No.433to 445 D.S.R,IV, 24 Pgs(S).	17	4	4.00		Noor Mohammed Halder
52. 4934/09 dt. 27.08.2009 Book1, CD Volume 15 Page No. 5263to 5275 A.R.A.-1, Kolkata	14	10	4.00		Swapan Kumar Das
53. 8086/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2670to 2682 D.S.R.-IV, 24 Pgs(S).	6	3	8.00		FarajGayen &Ors.
54. 8085/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2656to 2669 D.S.R-IV,24 Pgs(S).	16	7	12.00		Faraz Gayen &Ors.
55. 4125/14 dt. 6.06.2014 Book1, CD Volume23 Pages No.1174to 1186 D.S.R-IV,24 Pgs(S).	16	7	5.00		Md. Giyasuddin Mulla
56. 160804105/15 dt.28.05.2015 Book1, CD Vol.1608-2015 Page from24141 to 24158 A.D.S.R. Sonarpur	16 19	7 8	11.00 00.32		Seikh Sajahan Ali &Ors.
57. 3173/15 dt. 27.05.2015 Book1,CD Vol.1608-2015 Page No.13442 to13459 A.D.S.R. Sonarpur	16	7	4.00		FarajGayen &Ors
58. 8087/13 dt. 26.09.2013 Book1, CD Volume41 Page No. 2683 to 2695 D.S.R- IV, 24 Pgs(S).	18	6	8.00		FarajGayen &Ors.
59. 8088/13 dt. 26.09.2013 Book1, CD Volume 41 Page No. 2696to 2708	18/494	5	14.00		FarajGayen &Ors.

D.S.R-IV, 24 Pgs(S).					
60. 8248/13 dt. 26.09.2013	19	8	5.16	FarajGayen &Ors.	
Book1, CD Volume42					
Page No. 1526to 1538					
D.S.R-IV,24 Pgs(S).					
61. 7096/13dt. 27.08.2013	14	10	3.00	Baid Trade Fina Private Limited & Ors.	
Book1, CD Volume36					
Page No. 3167to 3181					
D.S.R-IV, 24 Pgs(S).					
62. 5017/10dt: 25.06.2010	6	3	8.00	RiziaBewa &Ors.	
Book1, CD Volume17	14	10	7.00		
Page No.4697to 4986	17	4	36		
D.S.R-IV, 24Pgs (S).	18	6	8.00		

THE THIRD SCHEDULE ABOVE REFERRED TO :

PART – I

(Areas forming part of the Allocation of Devaloke Developers Limited)

- a) A total of 1026 Units admeasuring a total carpet area of 975414 square feet consisting of :
- (i) All Units in Block nos. 1, 2, 4, 5, 6, 7, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21 and 22
  - (ii) All Units in Block 3 save and except Unit No. 1-C on the First Floor and Unit No 10-D on the Tenth floor of Block no. 3
  - (iii) All Units in Block 8 save and except the following twelve Units :
    - Unit No. 1-G on the First floor of Block no. 8
    - Unit No. 5-G on the Fifth floor of Block no. 8
    - Unit No 9-C on the Ninth floor of Block no. 8
    - Unit No 10-C on the Tenth floor of Block no 8.
    - Unit no 2-F on the Second floor on Block no 8.

Unit no 2-G on the Second floor on Block no 8

Unit no 9-B on the Ninth floor of Block no 8

Unit no 10-B on the Tenth floor of Block no 8

Unit no 3-F on the Third floor of Block no 8

Unit no 3-G on the Third floor of Block no 8

Unit no 4-F on the Fourth floor of Block no 8

Unit no 4-G on the Fourth floor of Block no 8

b) All 698 covered car parking spaces and 234 open car parking spaces and 139 open 'mechanical car parking' spaces save and except covered car parking space nos. 8-15, 8-16, 8-17, 8-18, 3-1 and open car parking space nos. 116, 117 and 118.

c) The entirety of the ground floor of the club house building save and except the electrical room, security room and the two entrance lobbies leading to the upper floors having a covered area of 7923 square feet

PART – II

(Areas forming part of the Allocations of RafikulAlam Sarkar,  
Shamim Ara Sarkar, Rehan Sarkar, Md. Raquim Sarkar,  
JahanaraBibi, and HosneAraBibi)

**RafikulAlamSarkar :**

Block No.	Floor	No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	1	G	1123	841
8	5	G	1123	841
8	9	C	1123	841
8	10	C	1123	841

Covered Independent Car Parking Space nos. 17 and 18

**Shamim Ara Sarkar, Rehan Sarkar and Md. Raquim Sarkar jointly :**

Block No.	Floor No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	2 F	1123	841
8	2 G	1123	841
8	9 B	1123	841
8	10 B	1123	841
3	1 C	1238	902 + OT 112
3	10 D	1240	905

Covered Dependent Car Parking Space Nos. 15 and 16

Covered Independent Car Parking Space No. 1

Open Car Parking Space No. 118

**Jahanara Bibi :**

Block No.	Floor No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	3 F	1123	841
8	4 G	1123	841

Open Car Parking Space nos. 116

**Hosne Ara Bibi :**

Block No.	Floor No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	4 F	1123	841
8	3 G	1123	841

Open Car Parking Space nos. 117

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** Unit No. admeasuring square feet of carpet area corresponding to square feet of super built up area be the same a little more or less situated on the Floor of Block of the

buildings being constructed by the Vendor at on the lands described in the First Schedule above written as bordered in red ink on Map - I attached herewith ~~together with an open terrace admeasuring square feet contiguous to the said Unit~~ Together With prorata undivided share in the entire land comprised in the said premises and prorata undivided share in the common areas, installations, services and facilities in the said building and together with the right to park 1 (one) no. of motor car/s in the open / covered / independent / dependant / mechanical car parking space(s) at the ground / first / second / third / fourth floor level / (upper/lower) of the said premises.

THE FIFTH SCHEDULE ABOVE REFERRED TO

PART — I

The Purchaser hereby agrees to pay to Devaloke Developers Limited, one of the Vendors, a total sum of Rs./- ( \_\_\_\_\_ ) towards consideration money and GST(calculated at present rates) for the said Unit described in Part I of the Fourth Schedule above including proportionate share in the land and the rights and properties appurtenant thereto as well as the right to use 1 (one) nos. open / covered / independent / dependant / mechanical car parking space(s) at the ground/first/second/third and fourth floor level described in Part II of the Fourth Schedule above.

PART — II

( Mode of payment of the total cost )

**For G+11 and G+12 Towers**

- |  |     |           |
|--|-----|-----------|
| 1. On or before the date of this agreement<br>(Including Booking amount) | 10% | Rs. _____ |
| 2. Within 10 days of this Agreement                                      | 10% | Rs. _____ |
| 3. On Completion of foundation of the Block                              | 10% | Rs. _____ |
| 4. On Completion of casting of 3 <sup>rd</sup> floor roof of the block   | 10% | Rs. _____ |
| 5. On Completion of casting of 7 <sup>th</sup> floor roof of the block   | 10% | Rs. _____ |
| 6. On Completion of casting of top floor roof of the block               | 10% | Rs. _____ |
| 7. On completion of brick work of the particular Unit                    | 10% | Rs. _____ |

8. On completion of flooring of the particular Unit	10%	Rs. _____
9. On completion of the Unit	10%	Rs. _____
10. Within 7 days of issuance of possession	10%	Rs. _____
Total	100%	Rs. _____

(Rupees \_\_\_\_\_ only)

Payment of each of the above instalments is required to be made by the Purchaser within 21 (twenty one) days of posting or 15 (fifteen) days of receipt (whichever is earlier) of notice from the Vendor to the Purchaser that a particular instalment has fallen due. Time for payment shall always be of the essence of the contract.

PART — III

- i) All charges at actuals for WBSCDCL electric lines, transformers, H.T. and L.T. cables, and all expenses for such lines, Generator cost and installation charges, presently estimated at Rs. 140/- per square foot of carpet area (generator to supply standby electricity for common lights, lifts, pumps and limited to 500 watts of electricity per 2BHK Unit and 750 watts per 3BHK Unit).
- ii) All costs of additional work in the said Unit other than provided in the Sixth Schedule.
- iii) In the event of Devaloke Developers Limited providing any additional facilities or gadgets for the benefit of the occupants of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of Devaloke Developers Limited and the Purchaser hereby consents to the same
- iv) Costs of formation of the Owners' Association being Rs. 10,000/- per unit.

THE SIXTH SCHEDULE AS REFERRED TO ABOVE  
SPECIFICATIONS

**Foundation**

Pile foundation (G+11 and G+12) 95' depth, Isolated foundation (G+4) 6' depth  
Depth depends on soil test

**Superstructure**

RCC Structure

**Roof**

Finished over water proofing treatment

**Walls**

Conventional bricks / Concrete bricks / Fly ash bricks

Internal walls- 3"/5" | External walls- 5"/8"/10" | Shear-wall (RCC technology) Internal walls- 3" | External walls- 5"/8"/10"

**Wall Finishing**

Interior walls & ceiling: POP

Exterior: Single Coat primer with double coat of paint (Asian paints or eq.)

**Flooring**

Living / Dining: Vitrified / Veil Craft (VC) Shield Tiles 24"x24" | Thickness: 10-12mm |  
Kitchen: Anti-skid tiles 12"x12" | Bedroom: Vitrified Tiles 24"x24" | Toilet: Anti-skid Ceramic Tiles 12"x12" | Balcony: Vitrified Tiles 24"x24" or Ceramic Tiles 16"x16" | Skirting: 4" from the floor | Lobby: Marble or Kota Stone 15mm thickness | Ground floor lobby: Marble or Kota Stone 12 mm thickness | Stairs: Kota / Indian marble | Lift: Laminated Mat | Parking: I.P.S and Paver Blocks in open parking Road: Interlocking Pavers | Walkway: Paver Tiles

### **Window**

Aluminium sliding with normal glass / casement (Hindalco glass or eq.) clearglass. Aluminum width 1.2mm | Balcony: Sliding Aluminium door with casement. External grille/Brick wall of 3' height

### **Kitchen**

Black Granite counter | Sink: Stainless steel| 2' dado from counter of 8"x12" (Somani or eq.) | Tap: Jaquar or eq., single lever. Chimney provision

### **Doors**

Main Door: Flush door with Wooden Frame (Main door will be fitted with Godrej or equivalent locks) Dimensions: Width- 1000/1100mm, Height- 2250mm, Thickness- 32-35mm | Internal Door: Flush door with Door Stopper / Wooden frame with beet Dimensions: Width- 900mm, Height- 2100mm, Thickness- 30-32mm | Toilet: Water proof Flush doors / Wooden Frame with beet Dimensions: Width- 700-750mm, Height- 2100mm, Thickness- 30-32mm

### **Toilet**

Exhaust provision | Sanitary: Cera or eq.- white porcelain | CP Fitting: Jaquar or eq. | Hot & Cold provision single lever ( provision for hot water to basin) | Floor mounted commode | Basin | Geyser provision | Designer Dado up to 2100mm (Somani or eq.)8"x12"

### **Electrical**

Living & Dining: 1 no. TV point / Cable | 4 no. plugpoint 5A | 1 no. telephone & 1 no. intercom | 1 no. calling bell point | 2 nos. ceiling fan point | 3 nos. wall light points | Kitchen: 2 nos. 5A plug point & 2 nos. 15A plug point | 1 no. ceiling light point | Master Bedroom: 3 nos. 5A plug point |1 no. Cable TV Point | Provision for broadband internet | 1 no. ceiling fan point | 2 nos. wall light points  
Other Bedrooms: 2 nos. 5A plug point | 1 no. ceiling fan point | 2 nos. wall light point Toilet: 1 no. 5A & 1 no. 15A plug point | 1 no. wall light point | 1 no. exhaust point | Internal

corridor: 1 or 2 nos. ceiling/wall light point Concealed copper wiring of Finolex or eq. | Switches of modular type of Anchor / Havells or eq. | Balcony: 1 no. ceiling light point, 1 no. 15A plug point in any one balcony

### **Air Conditioning**

Provision for split air-conditioners in Living & Dining and in all bedrooms

### **Elevator**

Otis automatic lifts or equivalent

### **Flat security**

Flat security Intercom facility, CCTV in all ground lobby and main gate of the Project

### **Power Back-up**

2 BHK – 500 wt. | 3 BHK – 750 wt.

## THE SEVENTH SCHEDULE AS REFERRED TO ABOVE

- i) Maintenance charges
- ii) Municipal Tax
- iii) Water Tax
- iv) Common Electricity charges

## THE EIGHTH SCHEDULE — COMMON PARTS

- a) Entrance lobby, Corridors, Lobbies, Staircase, Staircase landing, Entrances, Exits, Pathways, Terraces, Foundations, Columns, Beams and all structural supports.

- b) Drains : Sewerage from the Premises to the main road
- c) Water Reservoir, Underground Tanks and Overhead Tanks
- d) Drainage pipes from the Units to the Drains and sewer connection to the premises
- e) Landscaped Garden..
- f) Children play ground
- g) Multipurpose Court
- h) Ponds with ghats
- i) Surveillance Cameras
- j) Intercom facility.
- k) Water Filtration facility.
- l) Visitors' parking
- m) Servants' Toilets.
- n) Lift
- o) Generator.
- p) Boundary walls of the premises including outside wall of the building and main gate
- q) Common Services :
  - i) Generator, Pump and Meter with installation and room therefor
  - ii) Water pump, underground reservoir, overhead tanks, water pipes and other common plumbing installation and space required therefor.
  - iii) Transformer, common area light fittings, electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular unit) and space required therefor
  - iv) Windows, Doors, Grilles and other fittings of the common areas of the premises.
  - v) Lift/Elevator and its accessories installations and space required therefor
  - vi) Surveillance cameras, intercom, water filtration equipment.
  - vii) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises of the building as are necessary for use and occupancy of the Units as are required.

Prior to the coming into force of the West Bengal Housing Industry Regulation Act, 2017 as well as during the time the said Act was in force in the State of West Bengal before such Act was struck down by the Hon'ble Supreme Court of India, the Vendors, as entitled to, had entered into various agreements for sale with diverse purchasers in respect of various car parking spaces, both open, covered and mechanical at different locations in the said Project. The Purchaser herein expressly agrees not to question the rights of such purchasers of car parking spaces nor to interfere with their exclusive enjoyment of the same in any manner whatsoever.

THE NINTH SCHEDULE AS ABOVE REFERRED TO

(Common facilities in the Club House)

- i) Banquet Hall
- ii) Infinity swimming pool
- iii) Massage room
- iv) Indoor Games with Pool Table
- v) Jacuzzi
- vi) Library / Reading Room
- vii) Air-Conditioned Home Theatre
- viii) Card Room
- ix) Snooker Room
- x) Children's Play Area
- xi) Gym
- xii) Sauna Room
- xiii) Toilets
- xiv) Spa room
- xv) Tuition Halls
- xvi) Yoga / Meditation Room
- xvii) Toddlers Pool
- xviii) Café Area

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

**SIGNED AND DELIVERED** by the  
**VENDORS** in the presence of :

1.

2.

(FIRST PART)

**SIGNED AND DELIVERED** by the  
**PURCHASER** in the presence of :

1.

2.

(SECOND PART)

Drafted by me ;

Rudradeb Chaudhuri  
Advocate, High Court at Calcutta  
WB / 797 / 1993