

# AGREEMENT FOR SALE

- 1.1 **“Architect”** shall mean the Architect appointed or to be appointed from time to time by Owners/Promoters for the purpose of planning, designing and supervision of the construction of the Building(s).
- 1.2 **Allotment/Agreement For Sale** – shall mean the provisional allotment letter and/or this Agreement for sale of the BUNGALOW.
- 1.3 **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB BUNGALOW Ownership Act or any other legal entity constituted of the **Purchaser/Purchasers** in various buildings/phase of entire housing complex where each such associate or any other legal entity, as the case may be, which cooperate in the maintenance and

administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.

- 1.4 **Association of Purchasers'** means a collective body of the **Purchasers** of a real estate project, by whatever named called, registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the **Purchaser/Purchasers**.
- 1.5 **Whole Project** shall mean the entire Housing Complex envisaged at present to comprise altogether Phase 1, 2, 3, 4 and future proposed buildings Projects/Phases including the Completed Phases. Future extensions to this Complex will merge and integrate and become part of this Complex.
- 1.6 Project/ Phase Plan shall mean the project plan for **SUN SHINE GREEN CITY** Phase VIII in the Plan.
- 1.7 **Phase of a Real Estate Project** means a phase which may consist of one or more building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoried building/wing.
- 1.8 **Structural Engineer** shall mean the Engineer appointed or to be appointed from time to time by Owners/Promoters for the preparation of the structural design and drawings of the buildings.
- 1.9 **THE ACT:** The ACT Means WBRERA ACT, 2016 and the project is already registered under WBRERA ACT being project registration number \_\_\_\_\_
- 1.10 **THE SANCTION PLAN:** The sanction plan means the building plan which was sanctioned by the executive officer of the Rajarhat Panchayet Samity, Rajarhat, North 24 Parganas **dated 23.02.2026** **Vide Approval Order No. 177/RPS prior approval from the District Engineer North 24 Parganas on 23.12.2025.**

#### **BACKGROUND OF THE OWNERSHIP** **List of Chain Deeds hereinafter referred**

- 1) Reference Deed No. I-2639/2023
- 2) Reference Deed No. I-5150/2024
- 3) Reference Deed No. I-6362/2024
- 4) Reference Deed No. I-11487/2023
- 5) Reference Deed No. I-11652/2024
- 6) Reference Deed No. I-11653/2024
- 7) Reference Deed No. I-11683/2024

**Subject matter of the aforesaid Deed(s) are described herein below**

**OWNERSHIP OF SURUCHI VANIJYA PRIVATE LIMITED IN RESPECT OF**  
**DAG NO. 4116**

**WHEREAS** One Sk. Mominul Rahaman alias Mominul Rahaman, son of Late Mahiuddin Ahamed alias Mahiuddin Ahammad of Chandpur, P.S. - Rajarhat was the absolute recorded owner and possessor of plot of Shali land measuring an area 14.84 Satak, comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No. 2166, under the following manner :-

| L.R. & R.S.<br>DAG NO.   | L.R.<br>KHATIAN<br>NO. | TOTAL<br>AREA<br>(SATAK) | SHARE  | RECORDED<br>AREA<br>(SATAK) | NATURE) |
|--------------------------|------------------------|--------------------------|--------|-----------------------------|---------|
| 4116                     | 2166                   | 89.00                    | 0.1667 | 14.83                       | SHALI   |
| <b>Total 14.84 Satak</b> |                        |                          |        |                             |         |

lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, by virtue of own record of rights and enjoyed the same absolutely free from all encumbrances whatsoever.

**AND WHEREAS** While seized and possessed of the aforesaid plot of land measuring an area 14.84 Satak, said Sk. Mominul Rahaman alias Mominul Rahaman died intestate leaving behind his three daughters namely Rubina Rahaman, Tuhina Rahaman, Tahamina Rahaman and one wife namely Nazma Rahaman Begam as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land in terms of the Muslim Law.

**AND WHEREAS** Since then the said **Nazma Rahaman Begam, Rubina Rahaman, Tuhina Rahaman, Tahamina Rahaman** are well seized and possessed of the aforesaid plot of Shali land measuring an area 14.84 Satak, comprised in R.S. & L.R. Dag No. 4116 under L.R. Khatian No. 2166, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, by virtue of above inheritance and thereafter own Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owners and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as they shall think fit and proper.

**AND WHEREAS** the said **Nazma Rahaman Begam, Rubina Rahaman, Tuhina Rahaman, Tahamina Rahaman** being in need of money sold, transferred and conveyed the aforesaid plots of Shali land measuring an area 14.84 Satak, comprised in R.S. & L.R. Dag No. 4116 under L.R. Khatian No. 2166, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. - 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24- Parganas, together with all easement rights of the same, in favour of **SURUCHI VANIJYA PRIVATE LIMITED** by executing a registered deed of conveyance dated 23.02.2023 which was duly registered in the office of the ADSR Rajarhat Newtown and recorded in the **Book No. – I, Volume No. – 1523-2023, Pages from 96676 to 96697, Being No. – 152302639 for the Year 2023.**

**SURUCHI VANIJYA PRIVATE LIMITED RECORDED ITS NAME IN THE  
RECORD OF THE B.L.&L.R.O.**

**AND WHEREAS** said **SURUCHI VANIJYA PRIVATE LIMITED** while seized and possessed of ALL THAT piece and parcel of land measuring about 15 decimals as 0.1667 share lying and situates at Mouza – Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173, Presently 10, R.S. & L.R. Dag No. 4116 within the Local limits of Chandpur Gram Panchayet, Additional District Sub-Registration office Rajarhat, under police station Rajarhat, in the District – North 24 Parganas and recorded its name in the record of the B.L.&L.R.O. as L.R. Khatian No. 13034 and thereafter the said **SURUCHI VANIJYA PRIVATE LIMITED** converted 15 decimals land as 0.1667 share in Dag No. 4116 alongwith other land in other Dag Nos. from **shali to Bahutal Abasan land** in the record of the office of the Sub-Divisional Land & Land Reforms Officer, North 24 Parganas **Vide Memo No. CONV.145/23/3554/SDL/BST/2023 dated 19.09.2023 by virtue of a case no. CN/2023/1507/2569 of the year 2023.**

**OWNERSHIP OF LAND OF TRANSFERRED FROM SURUCHI VANIJYA PRIVATE  
LIMITED AND WITHAL SERVICES PRIVATE LIMITED TO NITU DEVELOPERS PRIVATE  
LIMITED**

**AND WHEREAS** the said **Suruchi Vanijya Private Limited and Withal Services Private Limited** are well seized and possessed of the aforesaid plots of land total measuring an area 22.40 Satak more or less, comprised in R.S. & L.R. Dag No. 4096, 4116 & 4092, under L.R.

Khatian No. 13034 & 10968, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, by virtue of above purchase and there- after own Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owners and possessors thereof and have the full right to dispose or transfer the same to anybody in any way.

**AND WHEREAS** while the said **Suruchi Vanijya Private Limited and Withal Services Private Limited** while seized and possessed the aforesaid land and property, they jointly sold, transferred the land total measuring an area 22.40 Satak more or less, comprised in R.S. & L.R. Dag No. 4096, 4116 & 4092, under L.R. Khatian No. 13034 & 10968, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas in favour of the Nitu Developers Pvt. Ltd. by executing a registered deed of conveyance dated **19.04.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. – I, Volume No. – 1523-2024, Paged from 250259 to 250281, Being No. 152306362 for the year 2024.**

The details of land mentioned as follows:

| <b>Recorded Land Area</b> | <b>Share of Land</b> | <b>Out of Land</b> | <b>R.S. &amp; L.R. Dag</b> | <b>L.R. Khatian</b> | <b>Nature of Land</b> |
|---------------------------|----------------------|--------------------|----------------------------|---------------------|-----------------------|
| 03.71 Satak               | 0.0714               | 52 Satak           | 4096                       | 13034               | Bahutal Abasan        |
| 14.84 Satak               | 0.1667               | 89 Satak           | 4116                       | 13034               | Bahutal Abasan        |
| 03.85 Satak               | 0.1428               | 27 Satak           | 4092                       | 10968               | Bahutal Abasan        |
| <b>Total 22.40 Satak</b>  |                      |                    |                            |                     |                       |

**NITU DEVELOPERS PVT. LTD. RECORDED ITS NAME IN THE RECORD OF THE B.L.&L.R.O.**

**AND WHEREAS** by virtue of the aforesaid deed of conveyance, said Nitu Developers Pvt. Ltd. Became the owner of ALL THAT piece and parcel of land measuring about 29.67 decimals lying and situates at Mouza – Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173, Presently 10, R.S. & L.R. Dag No. 4116 within the Local limits of Chandpur Gram Panchayet, Additional District Sub-Registration office Rajarhat, under police station Rajarhat, in the District – North 24 Parganas and recorded its name in the record of the B.L.&L.R.O. as L.R. Khatian No. 12777 and thereafter the said Nitu Developers Pvt. Ltd. converted 15 decimals land in Dag No. 4116 alongwith other land in other Dag Nos. from **shali to Bahutal Abasan land** in the record of the office of the Sub-Divisional Land & Land Reforms Officer, North 24 Parganas **Vide Memo No. CONV. 12/24/727/SDL/BST/2024 dated 20.03.2024 by virtue of a case no. CN/2024/1507/453 of the year 2024** and seized the same peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owners and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as it shall think fit and proper.

#### **OWNERSHIP OF KETAKI PRASAD ROY IN RESPECT OF DAG NO. 4116**

Whereas one Abdul Ajit Mollah and Jamaluddin Mollah jointly acquired right, title and interest of land measuring 29.66 Decimals more or less lying and situates at Mouza-Bishnupur, J.L. No. 44, comprised in C.S. Dag no. 4066 corresponding to R.S./L.R. Dag no. 4116, C.S. Khatian no 127, R.S. Khatian no. 1793/1253, P.S. Rajarhat by virtue of a registered deed of sale dated 15.06.1973, registered at SRO Cossipore Dum Dum, Being no. 4635 for the year 1973 by a valuable consideration stated therein.

And Whereas thereafter the said Abdul Ajit Mollah and Jamaluddin Mollah amicably partitioned their property and the said being the owner of land measuring 14.83 Decimals more or less transferred the same to Ketaki Prasad Roy by a Registered Deed of sale dated 16.04.2009, registered at ADSR Bidhannagar, recorded in Book No I, Volume No 3, Pages from 23369 - 23380 Being **Deed no. 03337 for the year 2009** by a valuable consideration stated therein.

#### **OWNERSHIP OF LAND TRANSFERRED TO NITU DEVELOPERS PVT. LTD.**

**FROM KETAKI PRASAD ROY**

**WHEREAS :** By an indenture of conveyance dated **2<sup>nd</sup> August, 2023** registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2023, Pages from 381988 to 382009 being **Deed No. 11487 for the 2023**, one **KETAKI PRASAD ROY** being the Vendor therein, sold, conveyed and transferred in favour of **NITU DEVELOPERS PRIVATE LIMITED** represented by its Director **JAMALUDDIN MOLLA**, ALL THAT piece or parcel of Sali land measuring an area of **14.83 Decimal** more or less, comprised in **R.S./L.R. Dag No. 4116**, under **L.R. Khatian no. 4285**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner :

| <b>Saleable Land Area</b> | <b>Share of Land</b> | <b>Out of total land</b> | <b>R.S. &amp; L.R. Dag No.</b> | <b>L.R. Khatian No.</b> | <b>Nature of Land</b> |
|---------------------------|----------------------|--------------------------|--------------------------------|-------------------------|-----------------------|
| <b>14.83 Decimal</b>      | 0.1667               | 89                       | 4116                           | 4285                    | Sali                  |

**AND WHEREAS** thereafter the **Owner** herein, **mutated its** name in **L.R. Khatian No. 12777**, in the records of **Chandpur Gram Panchayat** as recorded **Owner** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

**AND WHEREAS** out of which land measuring **14.83 Decimal** more or less, comprised in **R.S./L.R. Dag No. 4116**, under old **L.R. Khatian no. 4285**, new **L.R. Khatian No. 12777**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**, in the State of West Bengal.

**OWNERSHIP OF BAGHBAAN PROJECT PVT.LTD.**

**WHEREAS** one Baghbaan Projects Private Limited a Company incorporated under the Companies Act. 1956, having its Head Office at 23A Netaji Subhas Road, 4th Floor, P.O- GPO, P.S.-Hare Street, Kolkata 700001, represented by its Director Girdharilal Singhal, (having PAN: AIQPS7772P, Aadhar No. 2178 7181 1815), son of Late Fateh Chand Singhal, residing at GC-37 Salt Lake City, Sector-III, P.O. -GC Market, P.S - South Bidhannagar, Kolkata-700106, by faith- Hindu, by occupation- Business, by Nationality- Indian, is the absolute recorded owner and possessor of a plot of land measuring an area of 14.83 Satak comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No. 8785, lying and situated at Mouza- Bishnupur, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, by virtue of purchase from Lalbanu Bibi, Ansar Ali Molla, Selim Molla, Ajgar Ali Molla, Anowara Khatun by a **registered Deed of Conveyance dated 26/03/2013, registered at A.D.S.R. Rajarhat, New Town, copied in Book No. I, CD Volume No. 6, Pages from 2796 to 2814, Being No. 03820 in the year 2013** and enjoyed the following land absolutely free from all encumbrances whatsoever.

| <b>L.R. &amp; R.S.<br/>DAG NO.</b> | <b>L.R.<br/>KHATIAN<br/>NO.</b> | <b>TOTAL<br/>AREA<br/>(SATAK)</b> | <b>SHARE</b>  | <b>RECORDED<br/>AREA<br/>(SATAK)</b> | <b>NATURE)</b> |
|------------------------------------|---------------------------------|-----------------------------------|---------------|--------------------------------------|----------------|
| <b>4116</b>                        | <b>8785</b>                     | <b>89.00</b>                      | <b>0.1667</b> | <b>14.83</b>                         | <b>SHALI</b>   |

**AND WHEREAS** While seized and possessed of the aforesaid plot of land by virtue of purchase by Deed of Conveyance (I-03820/2013), the Baghban Projects Private Limited mutated its name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 8785 and enjoying the same absolutely free from all encumbrances whatsoever.

**AND WHEREAS** Since then the said **Baghban Projects Private Limited** is well seized and possessed of the aforesaid plot of land measuring an area of 14.83 Satak comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No. 8785, lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of Chandpur Gram Panchayat, Additional District Sub- Registration Office Rajarhat, New Town, under Rajarhat Police Station, in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above purchase and thereafter own L.R. Settlement Record

of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their name as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as they shall think fit and proper.

**OWNERSHIP OF LAND TRANSFERRED FROM BAGHBAAN PROJECT PVT. LTD. TO  
NITU DEVELOPERS PVT.LTD.**

**AND WHEREAS** said **Baghban Projects Private Limited** while seized and possessed the aforesaid land and property they sold, transferred and conveyed the aforesaid ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plot of land measuring an area of 14.83 Satak comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No 8785, (in the name of Baghban Projects Private Limited), lying and situated at at Mouza--Bishnupur, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office, Rajarhat, New, Town, in the District of North 24-Parganas, in the State of West Bengal in favour of the **NITU DEVELOPERS PVT. LTD.** By executing a registered deed of conveyance dated **28.03.2024** which was duly registered in the office of the ADSR Rajarhat Newtown and recorded in the **Book No. – I, Volume No. – 1523-2024, Pages from 199485 to 199501, Being No. 152305150 for the year 2024** which is clearly stated hereunder.

| <b>L.R. &amp; R.S.<br/>DAG NO.</b> | <b>L.R.<br/>KHATIAN<br/>NO.</b> | <b>TOTAL<br/>AREA<br/>(SATAK)</b> | <b>SHARE</b>  | <b>RECORDED<br/>AREA<br/>(SATAK)</b> | <b>NATURE)</b> |
|------------------------------------|---------------------------------|-----------------------------------|---------------|--------------------------------------|----------------|
| <b>4116</b>                        | <b>8785</b>                     | <b>89.00</b>                      | <b>0.1667</b> | <b>14.83</b>                         | <b>SHALI</b>   |

**OWNERSHIP OF LAND OF SAFIAR RAHAMAN**

**WHEREAS** One Mahiuddin Ahmed, son of Late Altap Hossen of Chandpur was the absolute owner and possessor of plot of Shali land measuring an area 47 Satak as share 1.0000, comprised in C.S. Dag No. 3984, R.S Dag No. 4093, under C.S. Khatian No. 986, Jamindar Khatian Nos. 757, 759, 983, 824 & R.S. Khatian No. 478, lying and situated at Mouza -

BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, by virtue of purchase from Mahadeb Nath & Six others, by a registered Deed of Sale, dated 22/09/1995, at D.R. Barasat, North 24 Parganas, copied in Book No. 1, CD Volume No. 108, Pages from 388 to 393, being No. 5970 for the year 1995, and absolutely free from all encumbrances whatsoever.

**AND WHEREAS** While seized and possessed of the aforesaid land by virtue of purchase the said Mahiuddin Ahmed mutated his name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 2231, and have been enjoyed the same absolutely free from all encumbrances whatsoever.

**AND WHEREAS** While seized and possessed of the aforesaid plot of land, the said Mahiuddin Ahmed died intestate leaving behind his four sons namely Safiar Rahaman, Rejaul Rahaman, Mafijur Rahaman, Mominul Rahaman, and two daughters namely Lilima Molla alias Lilima Begum, Selima Begum, as his legal heirs and successors to his estate and they become the owner of the aforesaid plot of land in terms of the Muslim Farayez Act. and free from all encumbrances whatsoever. Where each son got 09.40 Satak (2/10 share of 47 Satak) and each daughter got 04.70 Satak (1/10 share of 47 Satak) more or less and have been enjoy the same absolutely free from all encumbrances whatsoever.

**AND WHEREAS** While seized and possessed of the aforesaid land by virtue of inheritance the said Safiar Rahaman mutated his name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 3074, measuring an area of 09.40 Satak more or less (as share 0.2000) out of 47 Satak, comprised in R.S. & LR. Dag No: 4093 and have been enjoying the same absolutely free from all encumbrances whatsoever.

**AND WHEREAS** said Safiar Rahaman is the absolute recorded owner and possessor of plot of Shali land measuring an area 14.8363 Satak more or less (as share 0.1667) out of 89 Satak, comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No. 3074, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station,

in the District of North 24-Parganas, by virtue of purchase by two Deed of Sale (1)) dated 8/5/1979, at S.R. Cossipore, Dum Dum, Book No. 1, Volume No. 63, Pages from 251 to 253, Being No. 3297 for the year 1979 and (2) dated 5/3/1978, at S.R. Cossipore, Dum Dum, Book No. 1, Volume No. 100, Pages from 169 to 172, Being No. 4063 for the year 1978 and after purchase said Vendor muted his name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 3074 and have been enjoying the following land absolutely free from all en- cumbrances whatsoever.

| <b>L.R. &amp; R.S.<br/>DAG NO.</b> | <b>L.R.<br/>KHATIAN<br/>NO.</b> | <b>TOTAL<br/>AREA<br/>(SATAK)</b> | <b>SHARE</b>  | <b>RECORDED<br/>AREA<br/>(SATAK)</b> | <b>NATURE)</b> |
|------------------------------------|---------------------------------|-----------------------------------|---------------|--------------------------------------|----------------|
| <b>4093</b>                        | <b>3074</b>                     | <b>47.00</b>                      | <b>0.2000</b> | <b>09.4000</b>                       | <b>SHALI</b>   |
| <b>4116</b>                        | <b>3074</b>                     | <b>89.00</b>                      | <b>0.1667</b> | <b>14.8363</b>                       | <b>SHALI</b>   |

**AND WHEREAS** Since then the said Safiar Rahaman is well seized and possessed of the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 3074, lying and situ- ated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No.-173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in his name as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as he shall think fit and proper.

#### **OWNERSHIP OF LAND TRANSFERRED FROM SAFIAR RAHAMAN TO NITU DEVELOPERS PRIVATE LIMITED**

**AND WHEREAS** said Safiar Rahaman while seized and possessed the aforesaid plots of Shafi land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 3074, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under

Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same, in favour of the **NITU DEVELOPERS PVT. LTD.** by executing a registered deed of conveyance dated **23.07.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. - I, Volume No. - 1523-2024, Pages from 434681 to 434702, Being No. 152311652 for the year 2024.**

**OWNERSHIP OF LAND OF RAJAUL RAHAMAN ALIAS REJAUL RAHAMAN**

**AND WHEREAS** after demise of Mahiuddin Ahmed, the said **Rajaul Rahaman alias Rejaul Rahaman** as his legal heir, was well seized and possessed of the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No.2734, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in his name as absolute owner and possessors thereof and have the full right to dispose or transfer the and have been enjoying the following land absolutely free from all encumbrances whatsoever.

| <b>Saleable Land Area</b>                                        | <b>Share of Land</b> | <b>Total Land</b> | <b>R.S. &amp; L.R. Dag No.</b> | <b>L.R. Khatian No.</b> | <b>Nature of Land</b> |
|------------------------------------------------------------------|----------------------|-------------------|--------------------------------|-------------------------|-----------------------|
| 09.4000 dec.                                                     | 0.2000               | 47 Decimal        | 4093                           | 2734                    | Shali                 |
| 14.8363 dec.                                                     | 0.1667               | 89 Decimal        | 4116                           | 2734                    | Shali                 |
| <b>Total 24.2363 Decimals be the same a little more or less,</b> |                      |                   |                                |                         |                       |

**OWNERSHIP OF LAND OF TRANSFERRED FROM RAJAUL RAHAMAN ALIAS REJAUL RAHAMAN TO NITU DEVELOPERS PRIVATE LIMITED**

**AND WHEREAS** said **Rajaul Rahaman alias Rejaul Rahaman** sold, transferred and conveyed the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 2734, lying and

situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Regis- tration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same in favour of **NITU DEVELOPERS PVT. LTD.** by executing a registered deed of conveyance dated **23.07.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. – I, Volume No. – 1523-2024, Pages from 446640 to 446661, Being No. 152311653 for the year 2024.,**

**OWNERSHIP OF LAND OF TRANSFERRED FROM MAFIJUR RAHAMAN TO NITU DEVELOPERS PRIVATE LIMITED**

**AND WHEREAS** after demise of Mahiuddin Ahmed, the said **MAFIJUR RAHAMAN** as his legal heir, was well seized and possessed of the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 3071, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in his name as absolute owner and possessors thereof and have the full right to dispose or transfer the and have been enjoying the following land absolutely free from all encumbrances whatsoever.

| <b>Saleable Land Area</b>                                        | <b>Share of Land</b> | <b>Total Land</b> | <b>R.S. &amp; L.R. Dag No.</b> | <b>L.R. Khatian No.</b> | <b>Nature of Land</b> |
|------------------------------------------------------------------|----------------------|-------------------|--------------------------------|-------------------------|-----------------------|
| <b>09.4000 dec.</b>                                              | <b>0.2000</b>        | <b>47 Decimal</b> | <b>4093</b>                    | <b>3071</b>             | <b>Shali</b>          |
| <b>14.8363 dec.</b>                                              | <b>0.1667</b>        | <b>89 Decimal</b> | <b>4116</b>                    | <b>3071</b>             | <b>Shali</b>          |
| <b>Total 24.2363 Decimals be the same a little more or less,</b> |                      |                   |                                |                         |                       |

**AND WHEREAS** said **MAFIJUR RAHAMAN** sold, transferred and conveyed the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 2734, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same in favour of **NITU DEVELOPERS PVT. LTD.** by executing a registered deed of conveyance dated **23.07.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. – I, Volume No. – 1523-2024, Pages from 435845 TO 435866, Being No. 152311683 for the year 2024.**

**NITU DEVELOPERS PVT. LTD. RECORDED ITS NAME IN THE RECORD OF THE  
B.L.&L.R.O.**

**AND WHEREAS** by virtue of the aforesaid deed of conveyance, said Nitu Developers Pvt. Ltd. Became the owner of ALL THAT entire piece and parcel of land measuring about 89 decimals in L.R. Dag No. 4116 lying and situates at Mouza – Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173, Presently 10, R.S. & L.R. Dag No. 4116 within the Local limits of Chandpur Gram Panchayet, Additional District Sub-Registration office Rajarhat, under police station Rajarhat, in the District – North 24 Parganas and recorded its name in the record of the B.L.&L.R.O. as L.R. Khatian No. 12777 and seized the same peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owners and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as it shall think fit and proper.

Nitu Developers Pvt. Ltd. out of 89 decimals land in Dag No. 4116 L.R. Khatian No. 12777 converted 15 decimals land in Dag No. 4116 L.R. Khatian No. 12777 alongwith other land in other Dag Nos. from **shali to Bahutal Abasan land** in the record of the office of the Sub-Divisional Land & Land Reforms Officer, North 24 Parganas **Vide Memo No. CONV. 12/24/727/SDL/BST/2024 dated 20.03.2024 by virtue of a case no.**

**CN/2024/1507/453 of the year 2024 and thereafter the said** Nitu Developers Pvt. Ltd. converted the remaining 74 decimals land in Dag No. 4116 L.R. Khatian No. 12777 alongwith other land in other Dag Nos. from **shali to Bahutal Abasan land** in the record of the office of the Sub-Divisional Land & Land Reforms Officer, North 24 Parganas **Vide Memo No. L 13011(11)/110/2025/DL&LRO/2271/2025 dated 24.04.2025 by virtue of a case no. CN/2024/1507/4084 of the year 2024.**

#### **DECISION OF DEVELOPMENT**

- A. **AND WHEREAS** the owner herein while seized and possessed and enjoyed the said property more fully described in the **Schedule 'A' Part - 1** hereunder written and is otherwise well and sufficiently entitled to the said property and uninterruptedly enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending person or persons as the present **Owner** shall think fit and proper.
- B. **AND WHEREAS** during the possession of the said **Owner** herein intend to develop **ALL THAT** piece and parcel of undivided land more fully described in the **Schedule 'A' Part - 1** hereunder written by raising construction a new **Bungalow** and thus enquired and discussed with various Contractors, Developers regarding construction of a new **Bungalow** and gained knowledge thereto.
- C. **AND WHEREAS** the **Owners** herein with a view to develop the said land by way of construction consists of numbers of Bungalow, shops, garages, in the **G+MEZZANINE + 1 storied Bungalow**, formulated scheme and necessary plans and specification for the purpose of construction of the said BUNGALOW building which has been sanctioned and approved by the competent authority.
- D. **AND WHEREAS** the **Owners** herein started construction of the said proposed building upon the said land as per **Plan** sanctioned and approved by the District Engineer, North 24 Parganas Zilla Parishad and thereafter **duly sanctioned and approved by the Executive Officer, Rajarhat Panchayet Samity Vide Approval order No. 177/RPS dated 23.02.2026 prior approval from the District Engineer North 24 Parganas on 23.12.2025** to construct **G+MEZZANINE + 1** storied bungalows being no. **43A, 44A, 45A, 60, 61 & 62** on the land of Dag No. **4116** AND the **Owner** is fully competent to enter into this presence and all legal formalities with respect to the right, title and interest of the owner/vendor regarding the said Land, have been completed.
- E. **AND WHEREAS** as per said sanctioned building plan, the **Owner** started the construction work of the said 7 (Seven) nos. of Bungalows which is now going in progress.
- F. **AND WHEREAS** the **Owner** declare and confirm that the said Bungalow.
- G. **AND WHEREAS** the **Owners** are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.
- H. **AND WHEREAS** the **Owners** started the construction of the said **G+MEZZANINE + 1** storied bungalows being no. **43A, 44A, 45A, 60, 61 & 62** on the land of Dag No. **4116** total measuring about **89 (Eighty Nine)** decimals AND the **Owner** is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the **Owner** regarding the said Land, have been completed.

I. **AND WHEREAS** the **OWNERS** herein have invited offers to **ALL THAT** a piece and parcel of **Bastu** land measuring **3 (Three) cottahs equivalent to 4.95 (Four Point Nine Five) decimals equivalent to 2160 (Two Thousand One Hundred Sixty) sq.ft.** be the same a little more or less along with one residential **G+ Mezzanine Floor + 1 Storied Bungalow** being no. \_\_\_\_\_ and the said **Bungalow** will have **1 Bed Room, 1 Drawing cum Dining Space, 1 Service Verandah, 1 Puja Room, 1 Kitchen, 1 Toilet and 1 Verandah** and **1 Car Parking Space** on the **Ground floor** measuring **1110 (One Thousand One Hundred Ten) sq. ft. Covered area** and the said **Bungalow** also will have **3 Bed Rooms, 1 Living Space, 2 Toilets, 1 Verandah** on the **First floor** measuring **956 (Nine Hundred Fifty Six) sq. ft. Covered area** and **1 (one) Swimming pool** on the **mezzanine Floor** measuring about **165 (One Hundred Sixty Five) sq.ft. covered area with Vitrified Tiles flooring** and of the of the **Bungalow** no. \_\_\_\_\_ of the **Township Project** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal and along with the undivided proportionate share of land more fully described in the **Schedule "B"**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'C' & 'D'** respectively, at the Total Price for the **Bungalow** is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only inclusive of GST and all charges which is morefully and particularly mentioned in the **schedule 'F' hereunder written**.

J. **AND WHEREAS** the **Purchasers** have taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and **are** fully satisfied with the plan and marketable title of the Owner's land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied and considering the price and / or consideration of the aforesaid residential **Bungalow** being the fair market price and the **Purchasers** approached the **Owner** for purchase of the mentioned residential **Bungalow** at or for the Total Price for the **Bungalow** is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only inclusive of GST and all charges which is morefully and particularly mentioned in the **schedule 'F' hereunder written**.

K. **AND WHEREAS** the **Owner** doth hereby undertakes, confirms and assures unto the **Purchasers** that the said **Bungalow** agreed to be purchased more fully described in the **Schedule 'B'**, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Owner** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Bungalow** more fully described in **Schedule 'B'** written hereunder in favour of the **Purchasers**.

L. **AND WHEREAS** at the request of the **Purchasers**, the **Owner** herein agreed to sell, transfer and convey **ALL THAT** a piece and parcel of **Bastu** land measuring **3 (Three) cottahs equivalent to 4.95 (Four Point Nine Five) decimals equivalent to 2160 (Two Thousand One Hundred Sixty) sq.ft.** be the same a little more or less along with one residential **G+ Mezzanine Floor + 1 Storied Bungalow** being no. \_\_\_\_\_ and the said **Bungalow** will have **1 Bed Room, 1 Drawing**

**cum Dining Space, 1 Service Verandah, 1 Puja Room, 1 Kitchen, 1 Toilet and 1 Verandah and 1 Car Parking Space on the Ground floor measuring 1110 (One Thousand One Hundred Ten) sq. ft. Covered area and the said Bungalow also will have 3 Bed Rooms, 1 Living Space, 2 Toilets, 1 Verandah on the First floor measuring 956 (Nine Hundred Fifty Six) sq. ft. Covered area and 1 (one) Swimming pool on the mezzanine Floor measuring about 165 (One Hundred Sixty Five) sq.ft. covered area with Vitrified Tiles flooring and of the of the Bungalow no. \_\_\_\_\_ of the Township Project namely SUNSHINE GREEN CITY, situated at Lauhati, Rajarhat, under Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, Kolkata - 700135 according to the terms and conditions hereinafter written.**

- M. The Purchasers / Purchasers have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
- i) The Purchaser/Purchasers have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:
  - ii) The Title of the Owner in respect of the Premises.
  - iii) The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;
  - iv) The Covered Area of the Said Bungalow;
  - v) The Specifications and common Portions of the Project; and
  - vi) The respective rights interest and entitlements of the Owner and the Purchaser/Purchases under this Agreement for Sale;
  - vii) Cost of extra development charges and other charges;
- U. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project; 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 in on the terms and conditions appearing hereinafter.
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter/Developer / Owner hereby agrees to sell and the Purchaser/Purchasers hereby agree to purchase the abovementioned Bungalow as specified in **schedule – E .**

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

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

**1.1** Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter/Developer / Owner agrees to sell to Purchaser/Purchasers hereby agree to purchase, the Bungalow as specified in schedule - E.

**1.2** *The Total Price for the **Bungalow** based on the Salable area as mentioned below .*

|                                                                                                                                                                                     |                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| (a) Bungalow No. _____,<br>Total ground Floor _____ sq.ft.<br>Total First Floor _____ sq.ft.<br>Open Terrace _____ sq.ft.<br>Swimming Pool _____ sq.ft.<br>Car parking _____ sq.ft. | Price of Bungalow @ Rs. _____/- per sq.ft.:<br>Rs. _____/- only |
| (b) GST @ 5%                                                                                                                                                                        | Rs. _____/- only                                                |
| Total Price with GST (B+C+D+E+F)                                                                                                                                                    | Rs. _____/- only .                                              |
| (c) Advance Maintenance Charges @ Rs. 2.50/- per sq.ft. (For Six Months)                                                                                                            | Rs. _____/- only                                                |
| (d) Legal Charges                                                                                                                                                                   | Rs. _____/- only                                                |

More fully mention in Para-2 of the Payment Plan **(Schedule-E)** hereinafter.

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the BUNGALOW;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the BUNGALOW:

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The total price of BUNGALOW includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.

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

.

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

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

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

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

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

(i) The Allottee shall have exclusive ownership of the BUNGALOW;

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

(iii) That the computation of the price of the BUNGALOW includes recovery of price of land, construction of [not only the BUNGALOW but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the BUNGALOW to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from

the Allottees or any liability, mortgage loan and interest thereon before transferring the BUNGALOW to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online Payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

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

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of

the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said BUNGALOW applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

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

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

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

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

#### **7. POSSESSION OF THE BUNGALOW/PLOT**

**Schedule for possession of the said BUNGALOW:** The Promoter agrees and understands that timely delivery of possession of the BUNGALOW is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the BUNGALOW within 18 months from the date of agreement, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular

development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the BUNGALOW, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the BUNGALOW, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the BUNGALOW to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of BUNGALOW:** Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the BUNGALOW from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the BUNGALOW to the allottee. In case the Allottee fails to take possession within the time provided as mentioned above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

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

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

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

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

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

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

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the BUNGALOW;

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

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

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

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the BUNGALOW to the Allottee and the common areas to the Association of the Allottees;

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(xiii) That the property is not Waqf property.

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

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

(i) Promoter fails to provide ready to move in possession of the BUNGALOW to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the BUNGALOW shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a Developer / Owner on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the BUNGALOW, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the BUNGALOW.

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

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

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Bungalow in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

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

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

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

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the BUNGALOW 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 BUNGALOW FOR REPAIRS**

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

## **15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the SUNSHINE GREEN 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 Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces,

and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE BUNGALOW:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the BUNGALOW at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the BUNGALOW, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the BUNGALOW and keep the BUNGALOW, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the BUNGALOW or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the BUNGALOW. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

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

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

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

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

## **20. BUNGALOW OWNERSHIP ACT**

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

## **21. BINDING EFFECT**

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

## **22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said BUNGALOW/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 ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

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

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

## **26. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the BUNGALOW bears to the total carpet area of all the [BUNGALOWs/Plots] in the Project.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Rajarhat - Newtown.

### **30. NOTICES**

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

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

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

### **31. JOINT ALLOTTEES**

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

### **32. 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 laws of India for the time being in force.

### **33. DISPUTE RESOLUTION**

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

[The 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 Allottees / Purchasers in respect of the BUNGALOW, as the case may be, prior to the execution and registration of this Agreement for Sale for such BUNGALOW, as the case may be shall not be construed to limit the rights and interest of the Allottees / Purchasers under the Agreement for Sale of under the Act or the rules or the regulations made there under.

### **35. FORCE MAJURE**

- a) In the event of any delay by the **Owner** any of **its** obligations herein due to Force Majure or reasons beyond the control or reasonable estimation of any of the **Owner** and then in that event the time for relevant matter shall stand suitably extended. The **Owner** shall not be liable for refund or for any interest or damages in case of delay, if any. The causes of force majeure shall have direct impact in the project site.
- b) Force Majeure shall include natural calamities, Act of God, pandemic like Covid 19, flood, drought, tidal waves, earthquake, riot, war, cyclone, storm, tempest and/or any circumstances beyond the control or reasonable estimation of the **Owner**.

### **36. CONVEYANCE OF THE SAID BUNGALOW:**

The Owner/ Vendor on receipt of Total Price of the BUNGALOW as per payment schedule under the Agreement from the Purchasers, shall execute a Conveyance Deed and convey the title of the BUNGALOW together with proportionate indivisible share in the Common Areas.

However, in case the Purchasers fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchasers authorize the **Owner** to withhold registration of the Conveyance Deed in their favour till payment of stamp duty and registration charges to the **Owner** is made by the Purchasers.

The **Owner's** appointed Advocate MR. ARNAB KUMAR DAS, District and Session Judges Court Barasat, (Chamber Address : 344/1, Netaji Colony, Kolkata 700090) will do the total registration work on behalf of both the parties and the Purchasers will bear the total expenses regarding registration as mentioned below:

#### **1) At the time of registration of Sale Agreement : (if required)**

- a) Legal & Documentation Charges: 15,000/-
- b) Stamp Duty and Registration Fees : Payable as per E-Assessment Slip Generated from [wbregistration.gov.in](http://wbregistration.gov.in) website

#### **2) At the time of registration of Sale Deed :**

- a) i) Legal & Documentation Charges: Rs. 15,000/- (if sale agreement was previously registered)  
ii) Legal & Documentations Charges : Rs. 30,000/- (if sale agreement was not previously registered)
- b) Stamp duty and Registration Fees : Payable as per E-Assessment Slip Generated from wbregistration.gov.in website

All Stamp Duty and registration fees on execution and registration of Agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration shall be paid by the Purchaser/s and shall be deposited with the Advocate who alone shall prepare the Draft Deed of conveyance. The Purchaser/s has / have agreed to accept the same. The Advocate shall be entitled to make such changes, additions, alterations or modifications before the execution of the Deed of conveyance on confirmation by these Purchasers.

#### **DEVELOPERS' COVENANT**

**AND WHEREAS** the **Owner** herein do hereby undertake, confirm and assure the **Purchasers** and covenant as under :-

- a). that the **Owner** is the Owner the absolute owners of the property and is lawfully entitled to convey and transfer this property unto the **Purchasers**;
- b). that no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the said property;
- c). that the said property is free from all encumbrances, attachments and other charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges aforesaid are or is hereafter found to be due in respect of the same, the vendor shall forthwith pay the same to the appropriate authorities.
- d). that if any major constructional defects identified within 1 (One) year from the handing over the possession of the said Bungalow in favour of the **Purchasers**, the Owner shall rectify the same as early as possible.
- e). that if the **Developers** fails to hand over the possession of the said Bungalow in favour of the **Purchasers** within **18 months from the date of execution of this sale agreement** subject to force majeure, the **Owner** shall be liable to pay interest @ 12% (twelve per cent) per annum from the date of default / from the due date till the date of handing over the possession.

#### **PURCHASER'S COVENANT**

At or before the execution of this Agreement the **Purchasers** hereby jointly and severally confirm that **they are** signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project inter alia the following and the

**Purchasers** hereby jointly and severally confirm that **they are** fully satisfied **themselves** with the following :-

- a)** That the right of the **Purchasers** shall remain restricted to the said **residential Bungalow** with proportionate share of the land.
- b)** That the said **residential Bungalow** shall always be used by the **Purchasers** only for the purpose of residential. It has been expressly understood and agreed that the **Purchasers** shall not use the said **residential Bungalow** as a Boarding House, Nursing Home, Dispensary or for any commercial or industrial activities, guest house or a public place or public entertainment place or doctors clinic, godown/storage place or for the purpose whatsoever other than for residence.
- c)** The **Purchasers** shall keep a sum of **Rs. 12,000/- (Twelve Thousand only)**+ GST (if applicable) with the Owner as **Interest Free Security Deposit** for observing and performing the covenants as to the outgoing and maintenance. After formation of the Association of the Bungalow Owners' the Owner shall refund remains unutilized (**after deduction of all interim proportionate tax and others**) the abovementioned **Interest Free Security Deposit** to the **Association of the Bungalow Owners' without Interest**.
- d)** The **Purchasers** shall pay maintenance charges per month **@ Rs. 1.50/- + GST** (if applicable) per sq.ft. in respect of super built up area of **their Bungalow**. The Maintenance Charge shall become payable from the Possession Date.
- e)** After handover the project by the Owner to the Maintenance Agency / Association, the said Agency / Association shall be entitled to revise or increase the Maintenance Charges from time to time and the **Purchasers** shall not be entitled to object therein.
- f)** As the government is currently charging 5% GST on the category of bungalow, now the **Purchasers** have to pay 5% GST to the government but if the government increases the percentage of GST in future, then the Purchasers will be liable to pay that percentage GST.
- g)** The **Purchasers** shall pay regularly and punctually paying the monthly subscription of the Club and user charge for use of facilities at the Said Club, as determined by the Owner/**Maintenance Authority/Owner's Association**.
- h)** That the **Purchasers** and other owners / occupiers of the said Township project and with the consent of the Owner shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye laws of such Society, Association.
- i)** Co - operate - with the Owner in the management and maintenance of the premises and formation of the association.
- j)** To observe and perform the rules regulations restrictions from time to time in force for the use and management of the said Township project and in particular the common areas and installations.
- k)** The **Purchasers** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.

- l)** In the event of any capital expenditure for repairs, maintenance etc. for common purposes the **Purchasers** shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association.
- m)** The **Purchasers** shall be liable to make payment of the Service tax, Gst, Panchayet taxes and outgoings in respect of **their residential Bungalow** in full.
- n)** The **Purchasers** shall have the absolute right to mutate **their** names before local Gram Panchayat and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **residential Bungalow** of the said project shall not be separately assessed for taxes, the **Purchasers** shall pay to the Owner a proportionate share of the Panchayet Taxes, water tax of any in respect of **their residential Bungalow** of the project.
- o)** The Owner / **Association** shall appoint Caretaker/s to look after the said Township project and its common amenities till the building is handed over to the Association Society or Company or Bungalow owners of the said BUNGALOW. An amount is to be paid by Bungalow owners per month to the Owner until the Association, Society is formed, in order to look after the building and its common amenities.
- p)** To permit the Owner and **its** authorized agent with or without workmen at all reasonable time to enter into space of the **Purchasers** to check / view and examine the state and condition on the said space and **their** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.
- q)** Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the common passage and common area of the said Township project.
- r)** Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.
- s)** To keep the external portion of the said **residential Bungalow** and every part thereof in good condition so as the support other supporting parts of the building.
- t)** Not to make any addition or alteration in structural work of the outer portion of the **G+MEZZANINE + 1 storied Bungalow** except with the prior written approval and sanction of the Owner or Architect of the said Township project.
- u)** Not to change the Colour of the front as well as outer portion as well as verandah portion of the **Bungalow** except with the prior written approval of the Owner / **Association**.
- v)** Not to install any covering grill in the Balcony or in the outside window of the **Bungalow** except with the prior written approval of the Owner and as per design and specifications approved by the Owner.
- w)** Not to decorate the exterior of the building outside than in the manner agreed by the Owner / **Association** in writing or in the manner as near as may be in which it was previously decorated.
- x)** Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit.
- y)** Not to allow or permit to be allowed to store any goods articles or things in the common passage, common area or other areas of the said Township project.
- z)** Not to raise any objection in respect of amenities / facilities provided by the Owner in the said **Bungalow**.

- aa)** Not to do any act, deed or thing whereby the Owner /**Owner** is prevented from selling, assigning or disposing off any other portion or portions of which the Owner / **Owner** are the only absolute owner, in the said Township project.
- bb)** The **Purchasers** hereby agree that the Owner shall have full and absolute right without any interference to develop the other Zones and /or Phases in the vicinity of Township Project shall be known as **SUNSHINE GREEN CITY** on the adjacent land which may either be acquired by the Owner or suitable arrangements with regard thereto may be entered into by the Owner.
- cc)** To pay for electricity and other utilities consumed in or relating to the said **Bungalow**.
- dd)** Not to raise any objection in respect of minor violation of the measurement of the **residential Bungalow**.
- ee)** Not to raise any objection in respect of the Extra charges borne by the Owner for completing Extra work as per the choice of the **Purchasers**.
- ff)** After possession of the said **residential Bungalow** are taken over by the **Purchasers**, they shall not be entitled to raise any dispute against or claim any amount after 1 (One) year from the **Owner** on account of any defect in the said **Bungalow**.
- gg)** The **Purchasers** shall pay to the concerned Electricity department for installation of **their** individual electric meter.
- hh)** To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said **Bungalow** with materials and utilities.
- ii)** The **Purchasers** undertake and covenant with the Owner not to raise any requisition or objection regarding the building and also installation of Transformer because it is depending on the time schedule framed by concerned Governing Body (WBSEDCL).
- jj)** All Unit Purchasers at the Township Project shall be known as **SUNSHINE GREEN CITY** shall have common easement rights and all the Unit owners of and in all the Zones and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities (including the Club) comprised the entire project, for which the **Purchasers** shall not raise any objection of whatsoever nature.

#### **PURCHASER'S INDEMNITY**

- a)** The proportionate share of the **Purchasers** in various matter referred herein shall be such as be determined by the Owner and **Purchasers** shall be bound to accept the same notwithstanding the minor variations therein.
- b)** The **Purchasers** understand & acknowledge that, during the course of construction of Township Project shall be known as '**SUNSHINE GREEN CITY**' certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the Owner. Further, job conditions on the Project may require certain changes, deviations or omissions, or **Developers** may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any changes, additions, deviations or omissions recommended by

the Owner, the Architect or governmental authorities at '**SUNSHINE GREEN CITY**' are hereby authorized by the **Purchasers**.

**c)** The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the built-up and super built-up areas of all Bungalows and Bungalow units and other such matters regarding construction shall be final and binding on the **Purchasers**.

**d)** Co - operate - with the Owner in the management and maintenance of the premises and formation of the association.

**e)** To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

**f)** Not to let out or part with possession of the parking space if so independently AND to use the same only for the purpose for which the same is meant for and permitted in terms of this Agreement and for no other purpose whatsoever AND not to make any construction temporary or permanent and not to block the said parking space by keeping any other article.

**g)** Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Building and other Buildings in the Complex.

**h)** Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Block / Phase and other Buildings in the Township Project.

**i)** Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in said Unit or the common or the common portions of the said Block / Phase and the common parts and/or any other parts in the said property/ Township Project.

**j)** Save the right of acquire the said Unit and making habitable the same, the **Purchasers** shall not have any right, title, interest, claim or demand whatsoever and in respect of the road and the other parts of portions of the said Block / Phase and the said property/ Township Project and spaces save and except the common portions.

**SCHEDULE "A" ABOVE REFERRED TO**  
**(Description of the Land and Property)**

**ALL THAT** piece or parcel of BahutalAbasan land measuring an area of **89 Satak** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 4116**, and under **L.R. Khatian Nos. 12777 (In the name of Nitu Developers Pvt. Ltd)**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, ParganaKolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata – 700135

**SCHEDULE "B" ABOVE REFERRED TO**  
**(Description of the Bungalow)**

**ALL THAT** a piece and parcel of **Bastu** land measuring **3 (Three) cottahs equivalent to 4.95**

**(Four Point Nine Five) decimals equivalent to 2160 (Two Thousand One Hundred Sixty) sq.ft.** be the same a little more or less along with one residential **G+ Mezzanine Floor + 1 Storied Bungalow** being no. \_\_\_\_\_ and the said Bungalow will have **1 Bed Room, 1 Drawing cum Dining Space, 1 Service Verandah, 1 Puja Room, 1 Kitchen, 1 Toilet and 1 Verandah and 1 Car Parking Space on the Ground floor measuring 1110 (One Thousand One Hundred Ten) sq. ft. Covered area and the said Bungalow also will have 3 Bed Rooms, 1 Living Space, 2 Toilets, 1 Verandah on the First floor measuring 956 (Nine Hundred Fifty Six) sq. ft. Covered area and 1 (one) Swimming pool on the mezzanine Floor measuring about 165 (One Hundred Sixty Five) sq.ft. covered area with Vitrified Tiles flooring and of the of the Bungalow no. \_\_\_\_\_ of the Township Project namely SUNSHINE GREEN CITY, situated at Lauhati, Rajarhat, under Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, Kolkata - 700135, West Bengal, which is butted and bounded as follows :-**

|              |  |
|--------------|--|
| ON THE NORTH |  |
| ON THE SOUTH |  |
| ON THE EAST  |  |
| ON THE WEST  |  |

and together with common parts and portions of the said more fully and particularly described in the **Schedule 'A', 'C' & 'D'** hereinabove written.

**THE SCHEDULE 'C' ABOVE REFERRED TO**  
**(Construction and finishing Specification attached with this agreement)**  
**DETAILED SPECIFICATIONS FOR PROPOSED BUNGALOW PROJECT "SUN SHINE GREEN CITY"**

|                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Foundation &amp; super structure:</u></b> R.C.C. Foundation & R.C.C column.                                                                                                                                                                                                                                                                                                              |
| <b><u>Masonry Works:</u></b><br><br>a) All external walls will be 200 mm thick of Red brick masonry with cement mortar 1:6 and Anti Fungal External Grade Paint over one coat water proof primer.<br><br>b) All internal walls will be of 125 mm & 75 mm of Red brick masonry in cement mortar 1:4 with HB netting in alternate layer as per Architect's Design. Putty over plastered surface. |

**Flooring:**

- Living, Dining, Bedroom, Kitchen, Balconies, Common Lobby: Glossy or Matt Finish Vitrified Tiles (1200x600) flooring with 100 mm high skirting of Somany, Kajaria & equivalent.
- Kitchen Counter: Granite stone kitchen counter over Kadappa black stone.
- Stair: Granite flooring with 100mm high skirting.
- Car park: GVT Porcelain tiles.
- Toilets: 12" X 12" matt finish vitrified tiles.
- Roof Terrace : Skid concrete.
- First Floor Terrace : Roof tiles.
- Swimming Pool : Skimmer Type infinity swimming pool with Aqua Blue Ceramic Tiles.

**Dado:**

- Toilets: 12"x18" Ceramic wall tiles up to 7'-0" height.
- Kitchen: 12"x18" Ceramic wall tiles up to 2' height over Kitchen Counter.

**Doors & Frames :**

- All 32 mm thick Flush door of standard make and for main door 30/32 mm designer FRP door.
- All Toilet Doors: PVC as per Architect's Design.
- All frames made of KAPOOR wood of size 2 ½ "x 5"

**Windows & Railings:**

- Sliding /open able /louvers powder coated DOMAL SECTION Aluminium window with 5/6 mm Glass.
- Balcony railing: Steel railing with glass easement.
- Staircase railing: SS railing.

**Sanitary & Plumbing:**

- Water Supply: Concealed CPVC Water Pipes of supreme or equivalent.
- Sewerage & Drainage: PVC/UPVC Soil & Waste Pipes of supreme or equivalent.
- Toilet Fixtures: White colour Ceramic FULL PADISTAL Basin and WALL HANGING WC of standard make
- Taps & Fittings: Chromium plated fixture of standard make Jaquar or equivalent.
- Kitchen Sink: Stainless Steel of standard make

**Electrical:**

- Wiring: Concealed conduit with FRLS Copper Wires, FINOLEX or equivalent.
- Switches: Modular Type Switches of anchor or Equivalent.
- Light & Fan Points: Standard Numbers.
- TV Points: In Living Hall and in one Bed Room
- Telephone Point: In Living Hall and In one Bed Room
- AC Point: In All Bedroom and Living Hall.
- Micro oven, Mixer grinder, Water Purifier, Washing Machine and Chimney Points.
- Geyser provision in all toilets.

**Note:**

1. Bricks–Red Brick
2. Sand–Medium Course & Fine Sand As Per Architect's Specification.
3. Aggregate–3/4Down /5/8Pure QuarterAsperConcreteGrade.
4. Concrete–M20/M25 Grade
5. Steel–Fe550D
6. Cement-53 grade cement

**Water will be supplied from borewell which will be provided by the owner**

**Extra Work :** If any extra work be made by instance of the **Purchasers** the charges for the said works will be paid to the **Owners** by the **Purchasers** herein.

**THE SCHEDULE 'D' ABOVE REFERRED TO**  
**(Common Service Area)**  
**COMMON AREAS COMMON TO THE CO-OWNER**  
**PART - I**

1. Open and / or paths and passages.
2. Gymnasium.
3. Common Swimming pool of the project.
4. Community Hall.
5. Bus service and EV Charging Station.

**COMMON INSTALLATION COMMON TO THE CO-OWNER**  
**PART – II**

1. Drains sewers, Septic tank and pipes from the building to the panchayet duct.
2. Water distribution pipe (save those inside any unit).
3. Electrical installations for common passages and ways.
4. Electrical wiring fittings and other accessories for lighting the common areas.
5. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

**(Common Service Area)**

**PART – III**

**1. MAINTENANCE :** The **Purchasers** shall pay a some of **Rs. 1.50/-** + GST per sq.ft. should be calculated in consideration of **their** saleable area of **Bungalow** as maintenance charges. The said maintenance should be only in respect of common area of the project **SUNSHINE GREEN CITY** together with security charges and the electricity provided with in the said project. The **Purchasers** shall pay to the **Owner** the maintenance charges of the said building within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Charges shall become payable from the Possession Date. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Purchasers** shall not be entitled to object therein.

**2. STAFF :** The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

**3. ASSOCIATION :** Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

**4. RESERVES :** All creating of fund for replacement renovation and / or other periodic expenses.

**5. INSURANCE :** Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

**6. OTHERS :** All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

**(Common Restrictions)**

**PART – IV**

**1. The Purchasers** cannot build any further story over and above **G+MEZZANINE + 1 Storied Bungalow**.

2. The exterior elevation, color and design of the newly constructed bungalow can never be changed by the **Purchasers**.
3. The **Purchasers** will never use **their Bungalow** for commercial purposes.

**THE SCHEDULE 'E' ABOVE REFERRED TO**  
**'AGREED CONSIDERATION'**

**PART - I**

|                                                                         |                                                                                                                    |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Price of Bungalow                                                       | Rs. _____/- only                                                                                                   |
| GST @5%                                                                 | Rs. _____/- only                                                                                                   |
| Total Value of Bungalow including all common facilities & GST           | Rs. _____/- only                                                                                                   |
| <b>Other charges payable at the time of registration and possession</b> |                                                                                                                    |
| Legal Charges for Agreement & Registration                              | Rs. _____/-                                                                                                        |
| Monthly Maintenance charges deposit for 6 months                        | Rs. _____/-                                                                                                        |
| Stamp duty & Registration Charges                                       | Actual cost as per e-assessment slip generated by <a href="http://wbregistration.gov.in">wbregistration.gov.in</a> |
| WBSEDCL Electric Meter Charges                                          | Actual Cost calculated by authority                                                                                |

**PAYMENT SCHEDULE- PART - II**

The Consideration for the Undivided Share and for construction of the said **Bungalow** as mentioned in Part-I above is to be paid to the **Developer / Owner** as per the following Installment Payment Plan (IPP) in the following manner and the **Purchaser** shall be liable to pay the due payment to the **Owner** within **7 (Seven) days** from the receipt of demand notice otherwise **they** shall be liable to pay penalty as per **Schedule-G** of the Agreement Source :-

| SL NO. | STAGE OF WORK                                  | PAYMENT MODE                                 | TIME FRAME                                                                                                                                                                                                                                         |
|--------|------------------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | On time of booking                             | @ 5% on total cost of Bungalow includes GST  | <p>within 7 <b>(Seven) days</b> from the receipt of demand notice</p> <p>Legal fees of Rs. 15,000/- will be paid at the time of registration of sale agreement and Rs. 15,000/- will be paid at the time of registration of deed of conveyance</p> |
| 2.     | After Registration of Agreement for Sale       | @ 10% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 3.     | On completion of Ground Floor Roof Slab        | @ 15% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 4.     | On completion of First Floor Roof Slab         | @ 15% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 5.     | On completion of Ground Floor Brick Works      | @ 10% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 6.     | On completion of First Floor Brick Works       | @ 10% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 7.     | On completion of Ground Floor Plastering Works | @ 10% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 8.     | On completion of First Floor Plastering works  | @ 10% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 9.     | On completion of Ground Floor Flooring works   | @ 10% on total cost of Bungalow includes GST |                                                                                                                                                                                                                                                    |
| 10.    | At the time of registration                    | @ 5% on total cost of Bungalow includes GST  |                                                                                                                                                                                                                                                    |

### **Additional Payments payable wholly by the Purchasers Part-III**

**(a).** GST, betterment and / or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **Bungalow** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Developer / Owner** from the **Purchasers** and deposited with the competent authority thereof.

**(b).** Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential **Bungalow** as also the additional stamp

duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

**(c).** Charges levied by the **Developer / Owner** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **Bungalow** including the costs, charges and expenses for revision of the Plans to the extent it relates to such charges, additions, alterations or variation.

**(d).** SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the Vendors or the Committee entrusted with the management and upkeep of the said Building.

**(e).** The costs of maintaining and decorating the exterior of the building.

**(f).** The costs and expenses for running operations and maintaining water pump, electric motors etc.

**(g).** The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

**(h).** The costs of working and maintenance of other lights and services charges.

**(i).** The proportionate rates and outgoings in respect of the said residential **Bungalow** which is otherwise to be borne and paid by its owners.

**(j).** Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB / CESC in the name of the **Purchasers**.

**(k).** Formation of the Association for the Common Purpose.

**(l).** The **Developer / Owner** will buy an electric AC Bus for Project to Sector - V route after formation of the Project Owner's Association but the **Purchasers** will have to pay all the maintenance and related costs of the said Bus.

**THE SCHEDULE 'F' ABOVE REFERRED TO**  
**'RIGHTS ON PURCHASER'S DEFAULT'**

**a)** Timely payment is the essence of the allotment.

**b)** The **Purchasers** shall pay the installments in the manner as laid down in **Part-II** of the **Schedule 'F'** hereto.

**c)** The **Developer / Owner** shall issue Notice of Caution / Demand Notice 7 days prior to the date of payment.

**d)** In the event if the **Purchasers** fail to pay the installments as mentioned in **Part-II** of the **Schedule 'F'** and in the Caution Notice, the **Purchasers** shall be liable to pay interest @ 12% (twelve per cent) per annum from the date of default / from the due date till the date of payment.

**e)** If the **Purchasers** fail / neglect / refuse to pay the installments as well as interest @ 12% (twelve per cent) within prescribed time mentioned in the Caution Notice, then the **Purchaser** shall be liable to pay compound interest @ 2% (two per cent) per annum on and over simple interest of 12% (twelve per cent) from the date of default / from the due date till the date of payment.

**f)** If the default continues for a period of **2 (Two) months**, the **Developer / Owner** may opt for cancellation of the Agreement with condition that the **Developer / Owner** shall realise the simple interest of 12% (twelve per cent) along with compound interest @ 2% (two per cent) per month and also cancellation charges i.e. 25% of the advance money paid by the **Purchasers** in this Agreement and the balance amount shall be refunded after 6 (six) months from the date of cancellation and thereafter the **Developer / Owner** shall sell the said residential **Bungalow** to any person or persons and for this the **Purchasers** shall not raise any objection for the same.

**g)** Any delay or default on the part of the **Purchasers** to pay the amounts payable by **them** to the **Developer / Owner** under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the **Purchasers** and in if the default continues for a period of 2 (Two) months the Owner shall be entitled to cancel the agreement.

**h)** The **Purchasers** shall pay maintenance charge @ **Rs. 1.50/-** per sq.ft. (if applicable) in respect of super built up area of **their Bungalow**. In the event if the **Purchasers** fail to pay the above mentioned maintenance charge, the **Purchasers** shall be liable to pay interest @ 12% (twelve per cent) per month from the date of default / from the due date till the date of payment.

**i)** The **Purchasers** shall pay the amenities charges and other charges to the Owner/Promoter/Developer / Owner at the time of getting possession of the Bungalow or at the time of registration of the Deed of Conveyance.

**j)** If the **Purchasers** fail / neglect / refuse to pay the maintenance charge as well as interest @ 12% (twelve per cent) within prescribed time mentioned in the Caution Notice, then the **Purchasers** shall be liable to pay compound interest @ 2% (two per cent) per month on and over simple interest of 12% (twelve per cent) from the date of default / from the due date till the date of payment.

**k)** In case the **Purchasers** fail to pay any amount payable to the Maintenance Authority:- (a) The Maintenance Authority shall be entitled to withdraw maintenance services attached to the unit purchased; (b) The **Purchasers** shall not be entitled to avail any maintenance services; (c) The Maintenance Authority at its option may adjust the unpaid amount from the interest free security deposit.

**l)** The **Purchasers** have agreed to regularly and punctually make payment of the said maintenance charges and in' the event of any default of the **Purchasers** in making payment of the maintenance and/or service charges and if such default continues for a period of **2 (two months)** then and in that

event without prejudice to any other right which the **Developer / Owner** may have, the **Developer / Owner** shall be entitled to withdraw the maintenance services including water supply /electricity in respect of the said unit and the **Purchasers** specifically consents to such withdrawal of maintenance services including water supply /electricity, etc.

**m)** It is clarified that even the fact of non-acceptance of cancellation by the **Purchasers** due to delayed payments as aforesaid shall always be deemed to be proper cancellation and the **Purchasers** shall not be entitled to challenge or dispute the same.

**n)** In case the **Purchasers** fail to take possession of the Schedule - C Unit within the Possession Period, the **Purchasers** shall be liable to pay to the Owner/Owner holding charges @ Rs 10,000/- (Rupees Ten Thousand) per month ("**Holding Charges**").

**o)** The **Developer / Owner** may at its discretion condone (without being obliged) such delay if the **Purchasers** tender valid draft for all the amount in arrears along with interest calculated @ 24% per annum and upon the satisfaction of the **Developer / Owner / Owner** if the defaults are rectified and the **Purchasers** assures to act and observes the **Purchaser's** obligations terms conditions and covenants. The decision of the **Developer / Owner** shall be final and binding on the **Purchasers** and the **Purchasers** agree to the same.

**p)** If at any time hereafter there be any imposition of any new tax or levy or fee or charges or if here be any enhancement in any tax or levy or betterment fee on development charges or levies surcharges under any statute rules and regulations on the land comprised in the premises and/or the said Unit and/or the building or complex or on the transfer or construction of the said Unit the same shall be borne and paid by the **Purchaser/s** to the **Owner** partially or wholly as the case may be 7 days of deemed without raising any dispute or objection thereto.

**q)** Besides the aforesaid rights the **Developer / Owner** shall also be entitled to any other right to which the **Developer / Owner** may be entitled to in law by reason of any default or breach on the part of the **Purchasers**.

**IN WITNESS WHEREOF** the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

By the **parties** at KOLKATA

In the presence of :-

1.

2.

-----  
Signature of the **OWNER / VENDOR**  
**JAMALUDDIN MOLLA**  
**As DIRECTOR OF NITU DEVELOPERS PVT. LTD.**

-----  
Signature of the **PURCHASERS**

**Read over, Explained, Drafted**  
**& Prepared By me as per documents and information supplied to me :-**

**Mr. Arnab Kumar Das,**  
**Advocate.**  
**Enrollment no. F/2499/2382/2018**  
**District & Session Judges Court, Barasat**

**Memo of consideration**

**NITU DEVELOPERS PRIVATE LIMITED**, a Private Limited company, hereby received of and from the within named **Purchasers**, namely \_\_\_\_\_, within mentioned sum of **Rs. \_\_\_\_\_/-** only as advance or earnest money as per this Agreement as per Memo below :-

| <b>Sl. no.</b> | <b>Dated</b> | <b>Mode of Payment</b> | <b>Amount (Rs)</b> |
|----------------|--------------|------------------------|--------------------|
| <b>1.</b>      |              |                        |                    |
| <b>2.</b>      |              |                        |                    |
| <b>3.</b>      |              |                        |                    |
| <b>4.</b>      |              |                        |                    |
| <b>5.</b>      |              |                        |                    |

**Total : Rs. \_\_\_\_\_ only.**

**SIGNED, SEALED & DELIVERED**

**At Kolkata In the presence of :-**

**1.**

**2.**

-----  
Signature of the **OWNER**