

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this Day of January, Two Thousand Twenty-Five **(2025)**

BETWEEN

1) MR. CHIRANJIT BHATTACHARJEE, son of Sri Bidhan Chandra Bhattacharjee, having his Income Tax Permanent Account No. **(BDBPB6737L)** and Aadhaar No. **(7075 7075 7664)** by Faith-Hindu, by Nationality-Indian, carrying on business as Developer and Contractor under the name and style of **M/S. EPIC**, as Proprietor thereof having his Office at No. 442, West Mahamayapur, M- 173, Garia Gardens, Garia, Kolkata-700084, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur) and place of residence at Fartabad Beltala, Garia, Kolkata-700 084, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), District South 24-Parganas, West Bengal hereinafter referred to as the **“VENDOR/LAND OWNER”** duly represented by his lawful Constituted Attorney namely **TANIAN MANSIONS**, a partnership firm duly incorporated under the provision of the Indian Partnership Act 1932 having its Income Tax Permanent Account No. **(AARFT 8651R)** and having its registered office at 583, Kalikapur, Kolkata-700099, Post Office-Mukundapur, Police Station- Purba Jadavpur, District-South 24 Parganas, West Bengal, represented by its partners **(1) SHRI SUSANTA MALLICK** son of Late Kuber Chandra Mallick, having his Income Tax Permanent Account No. **(AFFPM 8592R)**, and Aadhaar No **(8310 4324 3599)**, by Faith-Hindu By occupation Business **2) SMT TANIMA MALLICK** wife of Susanta Mallick, having her Income Tax Permanent Account No. **(AEXPM 3728C)** and Aadhaar No. **(4436 4855 1405)** by Faith Hindu, by Nationality-Indian, by occupation Business, both are residing at KB-5, Kallol Cooperative Housing Society, Sector–III, Salt Lake City, Post Office-1B Block, Salt Lake, Police Station- Bidhan Nagar South, Kolkata-700 098, District-North 24- Parganas West Bengal, **AND (3) SHRI RANJIT ROY**, son of Late Ajit Kumar Roy, having his Income Tax Permanent Account No. **(AFBPR 5530G)**, Aadhaar No **(3835 6737 8748)**, by Faith Hindu, by occupation Business, residing at UD-080807, UDITA Complex, 1050/1, Survey Park, Kolkata -700075, Post Office- Survey Park, Police Station- Purba Jadavpur, District-South 24 Parganas, West Bengal by virtue of the registered power of attorney dated 21st December 2021 registered at the office of Additional District Sub Registrar at Garia and Recorded in Book No. I, Volume No. 1629-2022 pages from 13421 to 13446 being no. 06698 for the year 2021. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

AND

TANIAN MANSIONS, a partnership firm duly incorporated under the provision of the Indian Partnership Act 1932 having its Income Tax Permanent Account No. **(AARFT8651R)** and having its registered office at 583, Kalikapur, Kolkata-700099, Post Office-Mukundapur, Police Station- Purba Jadavpur, District-South 24 Parganas, West Bengal, represented by its partners **(1) SHRI SUSANTA MALLICK** son of Late Kuber Chandra Mallick, having his Income Tax Permanent Account No. **(AFFPM 8592R)**, and Aadhaar No **(8310 4324 3599)**, by Faith-Hindu By occupation Business **(2) SMT TANIMA MALLICK** wife of Susanta Mallick, having her Income Tax Permanent Account No. **(AEXPM 3728C)** and Aadhaar No. **(4436 4855 1405)** by faith Hindu, by Nationality-Indian, by occupation Business, both are residing at KB-5, Kallol Cooperative Housing Society, Sector–III, Salt Lake City, Post Office-1B Block, Salt Lake, Police Station- Bidhan Nagar South, Kolkata-700 098, District-North 24- Parganas West Bengal **AND (3) SHRI RANJIT ROY**, son of Late Ajit Kumar Roy, having his Income Tax Permanent Account No. **(AFBPR 5530G)**, and Aadhaar No. **(3835 6737 8748)**, by faith Hindu, by occupation Business, residing at UD-080807, UDITA Complex, 1050/1, Survey Park, Kolkata -700075, Post Office- Survey Park, Police Station- Purba Jadavpur, District-

South 24 Parganas, West Bengal, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

AND

....., son of, having Income Tax Permanent Account Number (.....) and Aadhaar Number (.....), by Faith-, by Nationality- Indian, by Occupation-, residing athereinafter jointly referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

DEVOLUTION AND/OR BACKGROUND OF TITLE: Title of ownership flows as follows from time to time:

WHEREAS By and under a registered Deed of Conveyance dated 20th March 2020 registered with the Office of the Additional District Sub-Registrar, Garia South 24 Parganas duly recorded in Book No. I, Volume No. 1629-2020, Pages from 56069 to 56110, as Being No. 162901588 for the year 2020 the vendor herein purchased **ALL THAT** the piece or parcel of 4 (Four) Cottahs 7 (Seven) Chittacks 17 (Seventeen) Sq. Ft. more or less of land situated laying at Mouza-Barhans Fartabad, J.L. No. 47, in R.S. Dag Nos. 588, 589, 593, under R.S. Khatian No. 1174, Police Station-Narendrapur (formerly Sonarpur), Additional District Sub-Registration Office Garia, within the District South 24-Parganas, being the Municipal Holding Nos.113, Paschim Mahamayapur and 114, Paschim Mahamayapur, under Ward No. 28 of the Rajpur Sonarpur Municipality.

AND WHEREAS after purchasing the aforesaid property the vendor herein recorded his name with the records of Rajpur Sonarpur Municipality and the aforesaid premises recorded as municipal Holding No. 113, Paschim Mahamayapur under Ward No. 28 of the Rajpur Sonarpur Municipality and started enjoying the same after paying all taxes and other charges uninterruptedly without any hindrances from any corner whatsoever which is now free from all encumbrances.

AND WHEREAS the vendor herein desired to construct a Multi Storied Building through a Builder/Developer as the “Joint Venture Basis” and after negotiation the vendor herein entered into and Development Agreement with the developer herein to develop the First Schedule mentioned property which was duly registered on 21st December 2021 at the office of Additional District Sub Registrar at Garia and the same was recorded in Book-I, Volume No. 1629-2022, pages from 13447 to 13484 being no-162906692 for the year 2021. After execution of the Development Agreement the vendor herein also executed a Development Power of attorney in favour of the developer herein which was duly registered on 21st December 2021 at the office of Additional District Sub Registrar at Garia and recorded in Book-I, Volume No. 1629-2022, pages from 13421 to 13446 being No.162906698 for the year 2021 for the purpose proceed with the construction work and to sell the Flats, Residential Flats and Car Parking Spaces to the intending buyers.

AND WHEREAS In terms of the said Development agreement the Owner/Vendor was entitled to the flats and other areas (hereinafter referred to as **the Owner's Allocation**) are as follows:

- A. Ground Floor: Southern/Front Side entire Car Parking Space and Commercial Space.
- B. First Floor: Rear Side/Northern Side One Flat.
- C. Third Floor: Rear Side/Northern Side One Flat.

Together with a proportionate share of land and common areas and facilities attributable to the said area and the sum of Rs.20,00,000/-

And the Spaces that the Developer/Confirming Party would be entitled to deal with or dispose of together with an undivided proportionate share of land being appurtenant to the constructed area and common areas and facilities to be provided thereto are as follows: (Hereinafter referred to as **the Developer's Allocation**)

- A. Ground Floor: Rear Side and Northern Side entire Car Parking Space.
- B. First Floor: Front Side/Southern Side One Flat.
- C. Second Floor: Entire Second Floor Consisting of Two Flats one on the Northern Side and other on the Southern side.
- D. Third Floor: Front Side/Southern Side One Flat.

Undivided proportionate share of land and common areas and facilities attributable to the said Areas.

AND WHEREAS after execution of the Development Agreement and Development Power of Attorney in favour of the developer herein on 24th December 2021 sanctioned building plan being serial No. 164/CB/28/04 dated 24th December 2021 was duly approved by the Rajpur Sonarpur Municipality based on which construction work was initiated over the first schedule mentioned property.

AND WHEREAS at the time continuation of construction work, correction of Records of Right work has been initiated by the BL & LRO department in the Mouza- Barhans Fartabad, the vendor herein duly applied before the BL & LRO for the recorded his name with the L.R. Records of the BL & LRO in respect of L.R. Dag No. 588, 589, and 593 of Mouza-Barhans Fartabad, prior to recording the name of the vendor with the records of BL & LRO an inspection was made over in the aforesaid property and it came to vendor knowledge that his entire property is situated over R.S. as well as L.R. Dag No. 588 and 589 and the vendor have no property at R.S. as well L.R. Dag No. 593 of Mouza Barhans Fartabad, based on such findings, the vendor herein have recorded his entire property in L.R. Dag No. 588 and 589 wherein LR. Khatian No. 2411 has been issued in favour of the vendor herein.

AND WHEREAS after recording the name in respect of the First Schedule mentioned in the L.R. records of the vendor herein duly execute a deed of declaration to that extent which was duly registered at the office of Additional District Sub Registrar at Baruipur and recorded in Book No. I, Volume No. 1629-2024, pages from 105145 to 105157 Being No. 162904385 for

the year 2024. The vendor herein thereafter duly corrected the municipal records maintained with the Rajpur Sonarpur Municipality.

AND WHEREAS The Developer has duly applied for and got the said above project “**113 West Mahamayapur**” duly registered under the provisions of the said Act with the Real Estate Regulatory Authority dated: bearing No:

AND WHEREAS The Purchasers upon coming to know of the said project named “**113 West Mahamayapur**” became interested in purchasing or acquiring residential flat together with Permission to Park Separate Road-Worthy Passenger Cars in the Ground floor allotted area of the building “**113 West Mahamayapur**” Together with an undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise laying and situated at Holding No. 113, Paschim Mahamayapur (West Mahamayapur), Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084, nearest road Garia Garden, under Ward No. 28 of the Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub registry Office at Garia, District-South 24 Parganas, in the State of West Bengal, which is more fully and particularly mentioned in the **second schedule** hereunder written.

AND WHEREAS The Purchasers had applied for allotment of a residential flat together with Permission to Park one Road-Worthy Passenger Car in the Project vide application and subsequently have been allotted one residential flat together with Permission to Park one Road-Worthy Passenger Car which is more fully specified in the Second Schedule hereunder written as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment")

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

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

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchasers hereby agree to purchase the residential flat together with the right of Car Parking which is morefully mentioned in the second schedule bellow.

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

AND WHEREAS The Purchasers agree that in case of any exigency, statutory or otherwise,

the Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and such event the Purchasers shall have no objection.

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

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

AND WHEREAS The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Purchasers in respect of their residential flat together with the right of Car Parking which is morefully mentioned in the second schedule in the said Project.

AND WHEREAS In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owners hereby agrees to sell and the Purchasers hereby agrees to purchase All Those residential flat together with the right of Car Parking which is morefully mentioned in the second schedule mentioned hereunder.

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchasers and the Purchasers hereby agree to purchase, the Apartment morefully and particularly mentioned in the Second schedule.

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

Explanation:

I. The Total Price above includes the booking amount paid by the Purchasers to the Developer towards the Apartment;

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

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

IV. The Total Price of the Completed Apartment as per specifications is more fully mentioned in “Part-I of the Sixth Schedule” as provided in the agreement.

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

VI. The Purchasers shall make the payment as per the payment plan set out in “Eight Schedule” (hereinafter referred to as the “Payment Plan”).

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

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

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

X. Subject to Clause 9.3 the Developer agrees and acknowledges, that the Purchasers shall have the right to the residential flat together with the right of Car Parking which is morefully mentioned in the second schedule as mentioned below:

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

XI. 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 Purchasers. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

XII. It is understood by the Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely **“113 West Mahamayapur”** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Purchasers shall make all payments, on a written demand by the Developer, within the stipulated time as mentioned in the Payment Plan described in the eighth schedule through A/c Payee cheque/demand draft or online payment (as applicable) (No Cash payments will be accepted under any circumstances).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of the essence for the Developer as well as the Purchasers. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the residential flat together with the right of Car Parking which is morefully mentioned in the second schedule to the Purchasers and the common areas to the association of the Purchasers after receiving the occupancy/completion certificate. Similarly, the Purchasers shall make timely payments of the installment and other dues payable by them and meet the other

obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the "Payment Plan".

6. CONSTRUCTION OF THE PROJECT/ THE APARTMENT:

The Purchasers have seen the specifications of the Apartment and accepted the Payment Plan, floor plans, and layout plans described in the **THIRD, FOURTH and FIFTH SCHEDULE** which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment within 31st December 2025 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 Purchasers agree that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that in the event, it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchasers the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchasers, Purchasers agrees that they shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure For Taking Possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchasers in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchasers. The Developer agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, or documentation on the part of the Developer. The Developer on its behalf shall offer the possession to the Purchasers in writing within 30 days of receiving the occupancy certificate of the Project.

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

charges as applicable.

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

7.5. Cancellation by Purchasers—The Purchasers shall have the right to cancel/withdraw their allotment in the Project as provided in the Act, provided that where the Purchasers propose to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchasers shall be returned by the Developer to the Purchasers within 45 days of such cancellation.

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- (i) The Owner/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical, and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) No litigations are pending before any Court of law with respect to the said Land, Project, or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by

following due process of law. Further, the Developer has been and shall, at all times, remain in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

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

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

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchasers in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchasers and the common areas to the Association of the Purchasers;

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

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

(xiii) That the property is not Waqf property.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The developer fails to provide ready-to-move-in possession of the Apartment to the Purchasers within the time period specified. For this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

In case of Default by the Developer under the conditions listed above, Purchasers are entitled to the following:

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

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

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

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

10 DEED OF CONVEYANCE OF THE APARTMENT:

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

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

However, in case the Purchasers fails to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within

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

11 MAINTENANCES OF THE SAID FLAT AND PARKING/PROJECT: The Developer shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the handing over of the flat to the Purchasers or as the case may be.

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

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

13. RIGHT OF PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Purchasers hereby agrees to purchase the said Apartment on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Developer/association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary services and the Purchasers agrees to permit the association of Purchasers to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-

station, underground water tanks, Pump rooms, maintenance, and equipment etc. and other permitted uses as per sanctioned plans. The Purchasers shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible for maintaining the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and 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 Purchasers further undertakes, assures and guarantees that they 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 Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers appointed by an association of Purchasers. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Purchasers are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchasers hereby undertakes that they shall comply with and carry out, from time to time after they have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at their own cost.

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

Provided however the Purchasers undertake not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

a) In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the "Other Further Lands", the same may be added to the said premises, and/or said project and the owners and/or Purchasers of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for

passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.

b) The project common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said building, and or the said project, and/or the said premises.

19 DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

However, the Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchasers under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Purchasers under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Purchasers shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

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

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

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

23 RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ SUBSEQUENT TRANSFEREES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Purchaser/s, in case of a transfer, the said obligations go along with the Apartment.

25 WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26 SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Purchasers have to make any payment, in common with another purchaser of the building, the same shall be the proportion which the area of the Apartment bears to the total area of all the Apartments in the Project

28 FURTHER ASSURANCES:

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

29 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer / Owners through their authorized signatory at the Developer's Office, or at some other place,

which may be mutually agreed between the Developer and the Purchaser, after the Agreement is duly executed by the Purchasers and the Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30 NOTICES:

All notices to be served on the Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

31 JOINT PURCHASERS:

That in case there are joint Purchasers all communications shall be sent by the Developer to the Purchasers whose name appears first and at the address given by them, which shall for all intents and purposes be considered as properly served on all the Purchasers.

32 GOVERNING LAW:

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

33 DISPUTE RESOLUTION:

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

THE FIRST SCHEDULE

THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND

ALL THAT piece or parcel of Bastu Land measuring about 4 (Four) Cottahs 7 (Seven) Chittacks 17 (Seventeen) Sq.ft. more or less laying at Mouza-Barhans Fartabad, J.L. No. 47, in R.S. as well as L.R. Dag Nos. 588 and 589, under R.S. Khatian No. 1174, and L.R. Khatian No. 2411, being Municipal Holding No. 113, Paschim Mahamayapur, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084, nearest road Garia Garden, under Ward No. 28 of the Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub registry Office at Garia, District-South 24 Parganas, in the State of West Bengal which is butted and bounded as follows.

ON THE NORTH : By House of B. Chattopadhyay ;

- ON THE SOUTH** : By 16' ft wide Municipal Road named Garia Gardens Road also known as Mahamayapur School Road ;
- ON THE EAST** : By 12' ft wide Municipal Road named Garia Gardens Road also known as Mahamayapur School Road ;
- ON THE WEST** : By Land and Building of others.

**SECOND SCHEDULE HEREUNDER WRITTEN
(Description of the Flat and Right of Car Parking)**

ALL THAT piece and parcel of Tiles flooring Residential Flat being No....., having Carpet area of Sq. Ft. (..... Square Feet) more or less corresponding to the Super Built-Up area of Sq. Ft. (..... Square Feet) more or less consisting of ... (.....) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilets, situated on the side of the Floor of the residential building along with exclusive right upon the Covered Car Parking space on the Ground Floor of the said New Building Together with an undivided proportionate share of rights, titles, and interests over the land mentioned in the First Schedule and common areas, parts, portions, facilities, amenities mentioned in the Third Schedule, and installations as are available in the said premises, laying and situated at Municipal Holding No. 113, Paschim Mahamayapur (West Mahamayapur), Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084, nearest road Garia Garden, under Ward No. 28 of the Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub registry Office at Garia, District-South 24 Parganas, in the State of West Bengal which is duly delineated and/or earmarked in the sketch plans and/or maps annexed hereto and bordered by “**RED**” ink. having **LIFT PROVISION**.

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

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

MEMO OF CONSIDERATION

RECEIVED this day from the within-named Purchasers **Rs.00,00,000/-**
 (..... Only as earnest and/or part payment against the total
 consideration price in the manner specified hereunder:

Sl No.	Cheque/Bank Transfer	BANK	In favour of	Amount
Total:				Rs.00,00,000/-

WITNESS

SIGNATURE OF THE DEVELOPER/OWNERS

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

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

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

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

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

Rajib Ghosh

Advocate

Rco Legal Advocate & Solicitors
High Court Calcutta, 6, Old Post Office Street,
Basement Room No.1, Kolkata-700001.