

DRAFT FOR APPROVAL

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, **Two Thousand and Twentysix (A.D.);**

By and Between

(1) M/S. DAKSHINESWAR PROPERTIES (PAN# AATFD1070C), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, **(2) M/S. TIRUPATI PROPERTIES** (PAN# AASFT3468R), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, **(3) M/S. SALASAR PROPERTIES** (PAN# AEOFS6400A), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, and **(4) M/S. MA TARA CONSTRUCTION** (PAN# ABSFM4251G), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, **all represented by their Constituted Attorney** namely, **SRI SANJAY KUMAR KOTHARI** (PAN# AFOPK9131P, AADHAAR# 6509 5128 0006, MOBILE#9830281422), son of Late Jagdish Prasad Kothari, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 9, Ashutosh Mukherjee Lane, Post Office Salkia, Police Station Golabari, District Howrah, PIN 711 106, being Authorized Signatory/Partner of **M/S. HAPPY MOMENTS PROPERTIES** (PAN# AAOFH8179H) a Partnership firm under the Partnership Act, 1932, having its Registered Office at, 7, Mahesh Mukherjee Feeder Road, Post Office Ariadaha, Police Station Belgharia, Kolkata 700 057, District North 24-Parganas, West Bengal, by virtue of a **Development Power of Attorney dated 22nd day of January, 2024, registered at the Office of the A.R.A.-II, Kolkata, and recorded in Book No. I, Volume No.1902-2024, Pages 53716 to 53739, Being No. I-190200912 for the year 2024**, hereinafter called and referred to as the **"OWNERS/VENDORS"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, executors, administrators, legal representatives, nominees and assigns) of the **FIRST PART**;

And

M/s. HAPPY MOMENTS PROPERTIES (PAN# AAOFH8179H) a Partnership firm under the Partnership Act, 1932, having its Registered Office at, 7, Mahesh Mukherjee Feeder Road, Post Office Ariadaha, Police Station Belgharia, Kolkata 700 057, District North 24-Parganas, West Bengal, being represented by its Authorised Signatory/Partner, **SRI SANJAY KUMAR KOTHARI** (PAN# AFOPK9131P, AADHAAR# 6509 5128 0006, MOBILE#9830281422), son of Late Jagdish Prasad Kothari, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 9, Ashutosh Mukherjee Lane, Post Office Salkia, Police Station Golabari, District Howrah, PIN 711 106, hereinafter called and referred to as the **"PROMOTER/DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, executors, administrators, legal representatives, nominees and assigns) of the **SECOND PART**;

And

[If the Purchaser is a Company]

_____(CIN #_____, PAN#_____), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its Registered Office at _____, Post Office _____, Police Station_____, District_____, State_____, PIN_____, represented by its Authorized Signatory, Sri/Smt._____ (PAN#_____, AADHAAR#_____, MOBILE#_____), son/wife/daughter of _____, by faith_____, by Nationality Indian, by occupation_____, residing at_____, Post Office_____, Police Station_____, District_____, State_____, PIN_____, hereinafter called and referred to as the **"ALLOTTEE/S/PURCHASER/S"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**;

[Or]

[If the Purchaser is a Partnership]

_____(PAN#_____), a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, Post Office _____, Police Station_____, District_____, State_____, PIN_____, represented by its Authorized Partner, Sri/Smt._____ (PAN#_____, AADHAAR#_____, MOBILE#_____), son/wife/daughter of _____, by faith_____, by Nationality Indian, by occupation_____, residing at_____, Post Office_____, Police Station_____, District_____, State_____, PIN_____, hereinafter called and referred to as the **"ALLOTTEE/S/PURCHASER/S"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**;

[Or]

[If the Purchaser is an Individual]

Sri/Smt._____ (PAN#_____, AADHAAR#_____,
MOBILE#_____), son/wife/daughter of _____, by
faith_____, by Nationality Indian, by occupation_____, residing
at_____, Post Office_____,
District_____, State_____, hereinafter called and referred to as the
"**ALLOTTEE/S/PURCHASER/S**" (which expression shall unless excluded by or repugnant to the
context be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-
interest and permitted assignees) of the **THIRD PART**;

[Or]

[If the Purchaser is a HUF]

Sri _____ (PAN#_____, AADHAAR#_____,
MOBILE#_____), son/wife/daughter of _____, by
faith_____, by Nationality Indian, by occupation_____, for self and as the Karta of the
Hindu Joint Mitakshara Family known as _____ HUF having its place of
business/residence at residing at_____, Post
Office_____, District_____, State_____, hereinafter called
and referred to as the "**ALLOTTEE/S/PURCHASER/S**" (which expression shall unless excluded by
or repugnant to the context be deemed to mean and include his heirs, representatives, executors,
administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

The Vendor/Landowner, the Promoter/Developer and the Allottee/s/Purchaser/s shall hereinafter
collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

- (a) "**ACT**" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "**RULES**" means the West Bengal Real Estate (Regulation and Development) Rules,
2021;
- (c) "**REGULATIONS**" means the Regulations made under the Act and Rules;
- (d) "**SECTION**" means a Section of the Act.

WHEREAS:

- A. The Vendors/Landowners are the joint and lawful owners of land i.e. **ALL THAT** piece or parcel
of **Bastu land** measuring an area about **30 (Thirty) Cottahs** equivalent to **21600 Sq.ft.**

(Twentyone Thousand Six Hundred) more or less **(including common passage having an area about 3867.2 Sq.ft.)** more or less (11 Cottah 4 Chittack equivalent to 8100 Sq.ft. more or less under R.S. Dag No. 5918 & 18 Cottah 12 Chittack equivalent to 13500 Sq.ft. more or less under R.S. Dag No. 5919), all comprised under J. L. No. 1, Touzi No. 173, Sheet No.15, C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to R.S. Dag No. 5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos. 2155, 2156 within Mouza Ariadaha Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata 700 057, District North 24-Parganas, West Bengal within the limits of the Kamarhati Municipality having **Old Holding Nos. F-65/1/3, F-65/3, F-65/4, F-65/5 & F-65/6, New Holding No.F-65/6 (after amalgamation) under Premises No.7, Mahesh Mukherjee Feeder Road, Ariadaha, Ward No.11, Kolkata 700 057 Police Station Belghoria, Post Office Ariadaha,** comprised under **Mouza Ariadaha Kamarhati, J.L. No. 1, Touzi No. 173, Sheet No.15,** comprised in **R.S. Dag No. 5918, 5919,** under **R.S. Khatian Nos. 2155, 2156,** District North 24-Parganas under the local limit of **Kamarhati Municipality TOGETHER WITH** 16' Ft. wide common passage on the Eastern portion of the said property **TOGETHER WITH** easement and quasi-easement rights, facilities, privileges, benefits available therein, morefully described in **PART-I** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**SAID PREMISES**").

- B. The particulars of the title of the Vendors/Landowners to the said premises are fully described in **PART-II** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**DEVOLUTION OF TITLE**").
- C. With a view to develop the said premises by constructing new multistoried building on the same, the Landowners herein jointly got a building plan sanctioned from **Kamarhati Municipality** vide **Sanction Site Plan No. 297/21-22 dated 8th day of February, 2022** for construction of **G+V storied mercantile building** on the said premises (hereinafter referred to as the "**SAID SANCTIONED PLAN**"), and thereafter, entered into a **Development Agreement on the 22nd day of January, 2024** with the Developer herein namely, **M/S. HAPPY MOMENTS PROPERTIES,** for construction of the said G+V storied Mercantile Building into and upon the said premises, as more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written **and the said original Development Agreement was duly registered in the Office of the A.R.A.-II, Kolkata, and recorded in Book No. I, Volume No.1902-2024, Pages from 53572 to 53606, Being No. I-190200907 for the year 2024,** and also granted and executed a **Development Power of Attorney on the 22nd day of January, 2024** in favour of the said Developer thereby appointing them for development of the said multistoried building on the said premises. **The said original Development Power of Attorney was duly registered on 22nd day of January, 2024 in the Office of the A.R.A.-II, Kolkata, and recorded in Book No. I, Volume No.1902-**

2024, Pages 53716 to 53739, Being No. I-190200912 for the year 2024 under certain terms and conditions as contained in the said Development Agreement empowering inter alia to supervise the entire construction activities, to represent various authorities for and on behalf of the Vendors/Landowners, to sign and execute various documents, building plan, agreements, deeds etc. in respect of development of the said premises, and also to sign and execute Agreements for Sale, Deeds of Conveyance on behalf of the Vendors/Landowners in respect of different units/apartments to be constructed on the said premises, to the intending purchaser/s thereof in respect of the Developer's Allocation (hereinafter referred to as the "**SAID DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY**").

- D.** The Promoter/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- E.** The said premises is earmarked for the purpose of building a residential Project being a proposed multistoried **(G+V) Mercantile Building** comprising several commercial/semi-commercial spaces or other spaces (hereinafter referred to as the "**SAID PROJECT**") and the Said Project shall be known as "_____".
- F.** The Vendors/Landowners are fully competent to enter into this Agreement with the Promoter/Developer and all legal formalities with respect to the right, title and interest of the Vendors/Landowners regarding the said premises on which the Said Project is to be constructed, have been completed.
- G.** The Promoter/Developer has registered the Said Project under the provisions of the Act with The West Bengal Real Estate Regulatory Authority at Kolkata on _____ under **Registration No.**_____.
- H.** The Allottee/s herein had applied for allotment of a Commercial/Semi-Commercial/Industrial Space in the said Project and has been allotted on _____ **Space No.**____ having **Super Built Up area of** _____ **Sq.ft.** corresponding to **Covered Area of** _____ **Sq.ft.** corresponding to **Carpet Area of** _____ **Sq.ft.** more or less, on _____ **Floor** at _____ Side of the multistoried Building, as permissible under applicable law and of pro rata share in the common areas as defined under clause (n) of Section 2 of the Act, morefully described in **PART-I** of the **SECOND SCHEDULE** and the floor plan is annexed hereto and bordered with "**RED**" colour (hereinafter referred to as the "**SAID SPACE**"), to be developed in accordance with the Specifications, morefully described in **PART-II** of the **SECOND SCHEDULE** hereunder written **Together With** the right to enjoy the Common Areas, Amenities and Facilities available in the said Project, morefully described in the **THIRD SCHEDULE** hereunder written.

- I.** The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J.** The parties herein confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.
- K.** The parties herein, 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.
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Vendors/Landowners and the Promoter/Developer hereby jointly agree to sell and the Allottee/s hereby agree/s to purchase the said space as specified in paragraph **H**.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Vendors/Landowners and the Promoter/Developer agree to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase, the said space, morefully described in **PART-I** of the **SECOND SCHEDULE** hereunder written.

The Total Price for the said space based on the Carpet Area is **Rs.**_____/-
(Rupees_____) **Only** (hereinafter referred to as the **"TOTAL PRICE"**) .

The Total Price is i nclusive of Goods and Service Tax (GST). The break up of the Utility Charges is given below:

In addition to the aforesaid Total Price, the following charges shall be paid at actual/or as mentioned by the Promoter/Developer as per payment schedule:

Sl. No.	Particulars	
I	Utility Charges (All mandatory)	
1	Transformer & Other ancillary expenses (One time on possession)	Extra at actuals proportionately
2	Generator Charges : 1KV/3BHK & 0.75KV/2BHK (One time on possession)	Extra at actuals proportionately

3	Electricity Meter Connection Charges (Common & Said Space) (On or before installation of meter).	Extra at actuals proportionately
4	CCTV/Intercom.	Included in Total Price
II	Ancillary Expenses (All mandatory)	
1	Legal Fees (One time 50% on Agreement & 50% on Possession)	Rs.40,000/-
III	Additional (All mandatory)	
1	Sinking Fund (One time on possession per flatowner)	Extra Rs._____-/-
2	Maintenance for 6 months advance (Rs._____-/- per Sq.ft on super built up area on possession)	Rs._____-/-
3	Association Formation Charges (One time before formation).	Extra at actuals proportionately

NOTES:

- (a) Interest free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actual at the time of possession.
- (b) The above mentioned advance common area maintenance charges shall be received by the Promoter/Developer on behalf of the Association/Facility Management Company and transferred by the Promoter/Developer to the Association of the Apartment Owners upon its formation subject to the provisions of **Clause 12** hereunder written.

Explanation:

- (i) The total Price above includes the booking amount paid by the Allottee/s to the Promoter/Developer towards the said space.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoter/Developer shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Said Project (as may be extended) the same shall not be charged from the Allottee/s.

- (ii) The Promoter/Developer shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment as demanded by the Promoter/Developer within the time and in the manner specified

therein. In addition, the Promoter/Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iii) The Total Price of said space includes recovery of price of land, cost of construction of [not only the said space but also] the Project Common Areas, internal development charges, taxes, cost of providing electrical wiring, electrical connectivity to the said space, lift, water line and plumbing, floor/wall tiles, doors, windows in the Said Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned hereinabove and includes cost for providing all other facilities, amenities and specifications to be provided within the said space and the Said Project.

The Total Price is escalation-free, save and except increases which the Allottee/s hereby agree/s 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/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, costs/charges imposed by the competent authorities, the Promoter/Developer shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority which shall include the extension of registration, if any, granted to the Said Project by the Authority as per the Act, the same shall not be charged from the Allottee/s.

The Allottee/s shall make the payment as per the payment plan set out in the **FOURTH SCHEDULE** hereunder written, hereinafter referred to as the "**PAYMENT PLAN**".

It is agreed that the Promoter/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 herein in respect of the said space or building, as the case may be, without the previous written consent of the Allottee/s as per provisions of the Act.

Provided That the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee/s or such minor changes or alterations as per the provisions of the Act.

Further, the right of the Allottee/s 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/Developer shall convey undivided proportionate title in the Common Areas to the Association of Allottees as provided in the Act.

The rights of the Allottee/s is/are limited to ownership of the said space and the Allottee/s hereby accept/s the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

The Allottee/s shall only have user rights in the Said Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said space, which the Allottee/s hereby accept/s and agree/s that the Allottee/s shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Said Project Common Areas, Amenities and Facilities.

Subject to **Clause 9** hereunder written, the Promoter/Developer agrees and acknowledges that the Allottee/s shall have the right to the said space as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the said space;
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas of the Said Project. Since the share/interest of the Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants/allottees of the Said Project, maintenance staff etc., without causing any inconvenience or hindrance to them.
- (iii) The computation of the price of the Said Space includes recovery of price of land, construction of [not only the said space, but also] the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said space and the Said Project but excludes Property Taxes and Maintenance charges.
- (iv) The Allottee/s has/have the right to visit the Said Project site to assess the extent of development of the Said Project and his/her/their said space , however with prior intimation to and permission from the Promoter/Developer.

It is made clear by the Promoter/Developer and the Allottee/s agree/s that the said space (along with the garage) as specified in **para H**) shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Project is an independent, self-contained Project covering the Said Space, 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 all the Allottee/s. It is clarified that all the Common Areas, Amenities and Facilities of the Said Project shall be available only for use and enjoyment of the Allottee/s of the Said Project.

The Promoter/Developer agree/s to pay all outgoings before transferring the physical

possession of the said space to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, **Kamarhati Municipality** 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 (if any), which are related to the Said Project). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the said space to the Allottee/s, the Promoter/Developer agrees to be liable, even after the transfer of the said space, 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/s has/have paid a sum of **Rs._____/-** (**Rupees_____**) **Only** including **GST (Booking Amount)** as booking amount being part payment towards the Total Price of the said space at the time of application, the receipt of which the Promoter/Developer hereby acknowledges, and the Allottee/s hereby agree/s to pay the remaining price of the said space as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within the time and in the manner specified therein.

Provided that if the Allottee/s delay/s in payment towards any amount which is payable, he/they will be liable to pay interest as prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of this Agreement, the Allottee/s and the Promoter/Developer abiding by the construction milestones, the Allottee/s shall make all payments, on written demand/e-mail by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan in the **FOURTH SCHEDULE** hereunder written or otherwise, through account payee cheques/demand drafts/ banker's cheques or online payment (as applicable) in favor of "**HAPPY MOMENTS PROPERTIES**" payable at Kolkata or in the manner mentioned in the written demand/email.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee/s, 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, 1934 and the 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/Developer with such permission, approvals which would enable the

Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided shall be in terms of or 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 Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they may 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 Promoter/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under applicable laws. The Promoter/Developer shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said space applied for herein in any way and the Promoter/Developer shall be issue the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorize/s the Promoter/Developer to adjust/ appropriate all payments made by him/her/its/them under any head(s) of dues against lawful outstanding of the Allottee/s against the said space if any, in him/her/its/their name/s and the Allottee/s undertake/s not to object/demand/direct the Promoter/Developer to adjust such payments in any other manner.

5. TIME IS ESSENCE:

Time is essence for the Promoter/Developer as well as the Allottee/s. The Promoter/Developer shall abide by the time schedule for completing the Said Project and handing over the said space to the Allottee/s and the Said Project Common Areas, Amenities and Facilities shall be completed only upon completion of the Said Project by the Promoter/Developer before handing over of the Said Project to the Association of the Allottee/s or the competent authority, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the said Agreement subject to the simultaneous completion of construction by the Promoter/Developer as provided in **FOURTH SCHEDULE ("PAYMENT PLAN")**

6. CONSTRUCTION OF THE SAID PROJECT/APARTMENT:

The Allottee/s has/have seen and accepted the proposed lay out plan of the said space and also the floor plan, payment plan and the specifications, amenities and facilities of the said Space/Said Project as mentioned in the **SCHEDULES** hereto which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter/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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter/Developer shall constitute a material breach of the said Agreement.

7. POSSESSION OF THE SAID SPACE:

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

7.2 **Procedure for taking possession** – The Promoter/Developer, upon obtaining the occupancy/completion certificate* from the competent authority shall offer in writing the possession of the said space, to the Allottee/s in terms of this Agreement to be taken within **30 (Thirty) days** from the date of issue of such notice, and the Promoter/Developer shall

give possession of the said space to the Allottee/s. The Promoter/Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter/Developer/Association of Allottees, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/s in writing **within 30 (Thirty) days** of receiving the occupancy/completion certificate of the Said Project.

7.3 **Failure of Allottee/s to take Possession of said space:** Upon receiving a written intimation from the Promoter/Developer as per clause 7.2, the Allottee/s shall take possession of the said space from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the said space to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee/s:** After obtaining the occupancy/completion certificate and handing over physical possession of the said space to the Allottee/s, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee/s:** The Allottee/s shall have the right to cancel/withdraw his/her/their allotment in the Said Project as provided in the Act:

Provided that where the Allottee/s propose/s to cancel/withdraw from the Said Project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to **forfeit the booking amount** paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Promoter/Developer to the Allottee/s **within 45 (Fortyfive) days** of such cancellation.

7.6 **Compensation:**

The Promoter/Developer shall compensate the Allottee/s in case of any loss caused to him/her/them due to defective title of the said premises, on which the Said 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/Developer fails to complete or is unable to give possession of the said space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a Developer on account of suspension or revocation of the registration under the

Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wish/es to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the said space, with interest at the rate specified in the Rules **within 45 (Fortyfive) days** including compensation in the manner as provided under the Act. Provided that where if the Allottee/s do/es not intend to withdraw from the Said Project, the Promoter/Developer shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the said space.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/LANDOWNER AND THE PROMOTER/DEVELOPER:

The Vendor/Landowner and the Promoter/Developer hereby represent and warrant to the Allottee/s as follows:

- (i) The Vendor/Landowner has absolute, clear and marketable title with respect to the said premises and the requisite rights to carry out development upon the said premises and absolute, actual, physical and legal possession of the said premises for the said project.
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) There are no encumbrances upon the said premises, and/or the said Project.
- (iv) There is no litigations pending before any court of law or authority in respect to the said premises/Project or the said space.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project Land and Space are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Project Land, buildings and space and the Common Areas.
- (vi) The Promoter/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 Allottee/s created herein, may be prejudicially affected.
- (vii) The Promoter/Developer has not entered into any additional agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said space, which will, in any manner, affect the rights of Allottee/s under this Agreement.
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said space to the Allottee/s in the manner

as contemplated in this Agreement.

- (ix) At the time of execution of the Conveyance Deed, the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the said space to the Allottee/s and the Common Areas, Amenities and Facilities of the Said Project to the Association of Allottee/s or the competent authority, as the case may be, after completion of the Said Project.
- (x) The said premises 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 said premises.
- (xi) The Promoter/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 till the completion certificate of the Said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s and the Association of Allottees or the competent authority, as the case may be.
- (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 land/premises) has been received by or served upon the Promoter/Developer in respect of the Said Project.
- (xiii) That the said land/premises is not a Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter/Developer fails to provide ready to move in possession of the said space to the Allottee/s within the time period specified in **clause 7.1** or fail/s to complete the Said Project within the stipulated time disclosed at the time of registration of the Said Project with the Authority. For the purpose of this para, **"ready to move in possession"** shall mean that the said space shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and for which occupation/completion certificate, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter/Developer's business as a Developer on account of suspension or revocation of its registration under the provisions of the Act or the rules

or regulations made thereunder.

9.1 In case of default by Promoter/Developer under the conditions listed above, the Allottee/s is/are entitled to the following:

- (i) Stop making further payments to the Promoter/Developer as demanded by the Promoter/Developer. If the Allottee/s stop/s making payments, the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter, the Allottee/s be required to make the next payment without any penal interest, or;
- (ii) The Allottee/s shall have the option of terminating this Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee/s to the Promoter/Developer, under any head whatsoever towards the purchase of the said space, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum **within 45 (forty-five) days** of receiving the termination notice.

Provided that where an Allottee/s does not intend to withdraw from the Said Project or terminate this Agreement, he/she/they shall be paid by the Promoter/Developer, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the said space, which shall be paid by the Promoter/Developer to the Allottee/s **within 45 (forty-five) days** of its becoming due.

9.2 The Allottee/s shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee/s fail/s to make payments **for 2 (Two) consecutive demands** made by the Promoter/Developer as per the Payment plan hereunder written, despite having been issued notice in that regard that the Allottee/s shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules.

In case the Allottee/s fail/s to make payment of demands as and when raised by the Promoter/Developer as per the Payment Plan hereunder written, of any amount due and payable by the Allottee/s under this Agreement (including his/her/their proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee/s shall be liable to pay to the

Promoter/Developer, interest at the rate of Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee/s.

- (ii) In case of default by the Allottee/s under the condition listed above continues for a period beyond **2 (Two) consecutive months** after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the Allotment of the said space in favor of the Allottee/s and refund the money paid to him/her/them by the Allottee/s by deducting the booking amount and/or taxes and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter/Developer shall intimate to the Allottee/s about such termination **at least 30 (thirty) days** prior to such termination.

Without prejudice to the right of the Promoter/Developer to charge interest in terms of Clause 9.1(ii) above, in case of default by the Allottee/s under Clause 9.2(ii) above continues for a period beyond 2 (two) consecutive months, even after several reminders from the side of the Promoter/Developer for rectification of default, in this regard, the Promoter/Developer, at its own option, may cancel the allotment of the said space in favor of the Allottee/s and terminate this Agreement and refund the money paid to the Promoter/Developer by the Allottee/s after deducting the booking amount out of the Total Price and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter/Developer, and this Agreement and any liability of the Promoter/Developer shall thereupon stand terminated. **PROVIDED HOWEVER** that the Promoter/Developer at least 30 days prior to such cancellation shall issue a Notice for Cancellation ("**CANCELLATION NOTICE**") intimating the Allottee/s about its decision to cancel the allotment.

- (iii) On and from the date of refund of the amount as mentioned in **Clause 9.2(ii) above**, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee/s and the Allottee/s shall have no right, title and/or interest on the said space, the Said Project and/or the Said Space or any part or portion thereof, and the Allottee/s shall further not be entitled to claim any charge on the said space and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties. For the avoidance of doubt, it is hereby clarified that the Promoter/Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of and refund by the Allottee/s in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by

postal authorities or due to a change in address of the Allottee/s (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Developer, on receipt of Total Price of the said space as per **Clause 1** under this Agreement from the Allottee/s shall execute a Deed of Conveyance and convey the title of the said space together with right to use the Project Common Areas, Amenities and Facilities **within 30 (Thirty) days** from the date of issuance of the occupancy/completion certificate, to the Allottee/s. However, in case the Allottee/s fail/s to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authoriz/es the Promoter/Developer to withhold registration of the Deed of Conveyance in his/her/their favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee/s.

11. MAINTENANCE OF THE SAID BUILDING/SPACE/SAID PROJECT:

The Promoter/Developer shall be responsible to provide and maintain essential services in the Said Project till taking over of the maintenance of the Said Project by the Association of Allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Said Project.

The cost of such maintenance from the date of the Allottees taking over physical possession and/or from the Possession Date (**as mentioned in clause 7.1 above**) whichever is earlier, is payable by the Allottee/s for the said space proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the said space) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter/Developer and/or the Association of Allottee/s, 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 Promoter/Developer as per this Agreement for Sale relating to such development is brought to the notice of the Promoter/Developer within a period of **5 (Five) years** by the Allottee/s from the date of handing over possession, save those as mentioned below, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within **30 (Thirty) days**, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

The Promoter/Developer shall not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/s taking over possession of the said space, the Promoter/Developer will not take any responsibility of water proofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) If there are changes, modifications or alteration in electrical lines and wirings after the said possession unto the Allottee/s, the Promoter/Developer will not take any responsibility of any defect in electrical lines and wirings that has developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter/Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) If the Allottee/s after taking actual physical possession of the said space, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said space by making any changes in the said space, then any defect like damp, hairline cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter/Developer;
- (v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns.

Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter/Developer shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provided by the Promoter/Developer are not being maintained by the Allottee/s or his/her/their agents in the manner in which same is required to be maintained.
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter/Developer in the Common Areas and/or in the said space going out of order or malfunctioning due to voltage fluctuations or for the reasons not under the control of the Promoter/Developer and not amounting to poor workmanship or manufacture thereof.

- (viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee/s, without first notifying the Promoter/Developer and without giving the Promoter/Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said space, alters the state and condition of the area of the purported defect, then the Promoter/Developer shall be relieved of its obligations contained in **clause 13** hereinabove.

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

The Allottee/s hereby agree/s to purchase the said Apartment on the specific understanding that his/her/their 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 Allottee/s (or the maintenance agency appointed by it) and performance by the Allottee/s of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages for providing necessary maintenance services and the Allottee/s agree/s to permit the Association of Allottees and/or maintenance agency to enter into the said space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, DG set, water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID SPACE/SAID PROJECT:

Subject to **Clause 13** above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Said space at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Project, or the said space, 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 Said Space and keep the Said Space, 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 Said Project is not in any way damaged or jeopardized.

The Allottee/s further undertake/s, assure/s and guarantee/s that he/she/they would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Project or anywhere on the exterior of the Said Project, buildings therein or Common Areas. The Allottee/s 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/s shall not store any hazardous or combustible goods in the Said Space or place any heavy material in the common passages or staircase of the Said Project. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Said Space.

The Allottee/s shall plan and distribute his/her/their electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter, the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATION SET BY PARTIES:

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter/Developer executes this Agreement it will not mortgage or create a charge on the s a i d s p a c e 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/s who has/have taken or agreed to take such space.

20. APARTMENT OWNERSHIP ACT:

The Promoter/Developer has assured the Allottee/s that the Said Project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act, 1972**. The Promoter/Developer will show compliance of various laws/regulations as applicable in West Bengal.

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

This Agreement may only be amended only through written consent of the parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable laws, 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 SAID AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in the Said Project, the same shall be the proportion which the carpet area of the said Space/Unit bears to the total carpet area of all the Apartments/Units in the Said Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its Partner/Authorized Signatory or at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/s, within **45 (Fortyfive) days** after this Agreement is duly executed by the Allottee/s and the Promoter/Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the Registrar of Assurances, Kolkata or any Sub-Registration Offices in West Bengal. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

It shall be the duty of the Allottee/s and the Promoter/Developer 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/Developer or the Allottee/s, as the case may be.

31. JOINT ALLOTTEE/S:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any 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 under the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such 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 thereunder.]

34. FORMATION OF ASSOCIATION:

The Promoter/Developer shall, in accordance with Applicable Laws, call upon the respective space owners to form an association ("**ASSOCIATION**"), and it shall be incumbent upon the Allottee/s to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/ or membership and the other papers and documents necessary for the same. The Allottee/s shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee/s hereby authoriz/es the Promoter/Developer to take all necessary steps in this connection on his/her/their behalf, and further the Allottee/s agree/s to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the

Association.

Upon formation of the Association, the Promoter/Developer shall hand over the Common Areas, Amenities, and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**HANDOVER DATE**"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter/Developer and the Association shall be responsible for proper safety and maintenance of the Said Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter/Developer, and the Promoter/Developer shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee/s and the Association shall keep each of the Vendor/Owner and the Promoter/Developer fully saved, harmless and indemnified in respect thereof. It is made clear that the Promoter/Developer shall perform the preliminary step like convening the meeting of Association thereafter the process of registration shall be initiated and completed by the Association itself and the Promoter/Developer's function shall be to provide the necessary documents as may be required for the purpose of submission to the competent authority. All costs related to formation of Association shall be borne by the Allottees proportionately.

35. SAVINGS:

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

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

- a) In case the Allottee/s fail/s to make payment of demands as and when raised by the Promoter/Developer as per the Payment Plan, of any amount due and payable

by the Allottee/s under this Agreement (including his/her/their proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event, the Allottee/s shall be liable to pay to the Promoter/Developer, interest on all unpaid amounts from the date the amount is payable by the Allottee/s.

- b) Without prejudice to the right of the Promoter/Developer to charge interest as per **Clause 35 (a)** above, in case of default by the Allottee/s under **Clause 35 (a)** above continues for a period beyond **1 (One) month**, even after several reminders from the side of the Promoter/Developer for rectification of default, in this regard, the Promoter/Developer, at its own option, may cancel the allotment of the said space in favor of the Allottee/s and terminate this Agreement and refund the money paid to the Promoter/Developer by the Allottee/s after deducting the booking amount out of the Total Price, and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter/Developer, and this Agreement and any liability of the Promoter/Developer shall thereupon stand terminated. **PROVIDED HOWEVER** that the Promoter/Developer at least 30 (thirty) days prior to such cancellation shall issue a Notice for Cancellation (**Cancellation Notice**) intimating the Allottee/s about its decision to cancel the allotment.

- c) On and from the date of refund of the amount as mentioned in **Clauses 35 (a) & (b)** above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee/s and the Allottee/s shall have no right, title and/or interest on the said space, the Said Project and/or the said space or any part or portion thereof, and the Allottee/s shall further not be entitled to claim any charge on the said space and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties. For the avoidance of doubt, it is hereby clarified that the Promoter/Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of and refund by the Allottee/s in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee/s (save as provided in this Agreement) or loss in transit.

36. COVENANTS OF THE ALLOTTEE/S:

The Allottee/s covenant/s with the Promoter/Developer (which expression includes the body of unit/apartment holders of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("**Association**"), wherever applicable) and admits and accepts that:

- (i) **Allottee/s Aware of and Satisfied with Common Portions and Specifications:** The Allottee/s, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee/s has/have examined and is acquainted with the Building to the extent already constructed and has/have agreed that the Allottee/s shall neither have nor shall claim any right over any portion of the Building **save and except** the said space.
- (ii) **Allottee/s to Mutate and Pay Rates & Taxes:** The Allottee/s shall **(1)** pay the Rates & Taxes (proportionately for the Building and wholly for the Said Space, from the Date Of Possession and until the Said Apartment is separately assessed in the name of the Allottee/s), on the basis of the bills to be raised by the Promoter/Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Allottee/s in respect thereof and have mutation completed at the earliest. The Allottee/s further admit/s and accept/s that the Allottee/s shall not claim any deduction or abatement in the bills of the Promoter/Developer or the Association (upon formation). If the Allottee/s delay/s in paying the Rates & Taxes, the Allottee/s shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment.

- (iii) **Allottee/s to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of **Clause 1 above**, the Allottee/s shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Allottee/s in respect thereof. The Allottee/s further admit/s and accept/s that **(1)** the Allottee/s shall not claim any deduction or abatement in the bills relating to Common Expenses/ Maintenance Charges and **(2)** the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer or the Association (upon formation).
- (iv) **Allottee/s to Pay Interest for Delay and/or Default:** The Allottee/s shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 7 (seven) days of presentation thereof, failing which the Allottee/s shall pay compound interest 1.5% per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Allottee/s also admit/s and accept/s that in the event such bills remain outstanding for **more than 2 (two) months**, all common services to the Allottee/s shall be discontinued and the Allottee/s shall be disallowed from using the Common Portions.
- (v) **Promoter/Developer Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Space for all amounts due and payable by the Allottee/s to the Promoter/Developer provided however if the Said Space is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
- (vi) **No Right of or Obstruction by Allottee/s:** All open areas in the Said Premises proposed to be used for Independent Parking Spaces do not form part of the Common Portions within the meaning of this Agreement and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
- (vii) **Variable Nature of Land Share and Share In Common Portions:** The Allottee/s fully comprehend/s and accept/s that **(1)** the Land Share and the Share In Common Portions is a notional proportion that the S a i d S p a c e bears to the currently proposed area of the Building **(2)** if the area of the Building is increased/recomputed by the Promoter/Developer, the Allottee/s shall not question any variation (including diminution) of the Land Share and the Share In Common Portions **(3)** the Allottee/s shall not demand any reduction/refund of the Total Price on ground of or by reason

of any variation of the Land Share and the Share In Common Portions and **(4)** the Land Share and the Share In Common Portions are not divisible and partible and the Allottee/s shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.

- (viii) **Allottee/s to Participate in Formation of Association:** In addition to **Clause 12** and its sub-clauses above, the Allottee/s admit/s and accept/s that the Allottee/s and other Intending Allottee/s of Units/Spaces in the Building shall form the Association and the Allottee/s shall become a member thereof. The Allottee/s shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Allottee/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/ Maintenance Deposit paid by the Allottee/s (after adjustment of all amounts then remaining due and payable) shall be transferred by the Promoter/Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Allottee/s. The Association shall look after the maintenance of the Common Portions of the Building and the Said Spaces.
- (ix) **Parking Allotment:** Parking spaces will be demarcated by the Promoter/Developer, in the ground floor of the said building and/or in the ground level of the said building.
- **"Independent Parking Space/s"** means covered parking spaces with unrestricted ingress or egress for vehicles;
 - **"Dependent Parking Space/s"** means covered parking spaces, ingress or egress for vehicles dependent on adjacent Parking Space;

37. OBLIGATIONS OF THE ALLOTTEE/S:

- (i) On and from the Date of Possession, the Allottee/s shall:
- **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Building and the Said Space by the Association.
 - **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/Association for the beneficial common enjoyment of the Building and the Said Space.
 - **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the said space and the Common Portions.

- **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said space only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Allottee/s or to the other Intending Allottee/s. The main electric meter shall be installed only at the common meter space in the Said Building. The Allottee/s shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and outside walls of the Building save in the manner indicated by the Promoter/Developer or the Association (upon formation)
- **Commercial Use:** use the said space for commercial purpose only. Under no circumstances shall the Allottee/s use or allow the said space to be used for residential or other residential purposes. The Allottee/s shall also use or allow the said space to be used as a hotel, guesthouse, service unit/space, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Unit , without the permission in writing of the Promoter/Developer or the Association (upon formation). In the event the Allottee/s make/s the said alterations/changes, the Allottee/s shall compensate the Promoter/Developer/ Association (as the case may be) as estimated by the Promoter/Developer/ Association.
- **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the said space or the Common Portions of the Building.
- **No Sub-Division:** not sub-divide the said space and the Common Portions, under any circumstances.
- **No Changing Name:** not change/alter/modify the name of the said Building from that mentioned in this Agreement.
- **No Nuisance and Disturbance:** not use the said space or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

- **No Obstruction to Developer/Association:** not obstruct the Promoter/Developer/ Association (upon formation) in their acts relating to the Common Portions of the Said Project.
 - **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the said space.
 - **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
 - **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
 - **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the said space or the Common Portions.
 - **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said space.
 - **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the said space/Building **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the said space.
 - **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
 - ~~**No Installing Generator:** not install or keep or run any generator in the said space.~~
 - ~~**No Use of Machinery:** not install or operate any machinery or equipment except household appliances.~~
 - **No Misuse of Water:** not misuse or permit to be misused the water supply to the said space.
 - **No Overloading Lifts:** not overload the ~~passenger~~ lifts and move goods only through the staircase of the said Building.
 - **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Allottee/s and/or family members, invitees or servants of the Allottee/s, the Allottee/s shall compensate for the same.
- (ii) **Notification Regarding Letting:** If the Allottee/s let out the said space, the Allottee/s shall immediately notify the Promoter/Developer or the Association (upon formation) of the tenant's address and telephone number.

- (iii) **Roof Rights:** A demarcated portion of the top roof of the Building shall remain common to all co-owners of the Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance portion of the top roof of the Building shall be reserved for the Vendors/Owners and the Promoter/Developer.
- (iv) **Nomination:** The Allottee/s admit/s and accept/s that before the execution and registration of conveyance deed of the said space, the Allottee/s will be entitled to nominate, assign and/or transfer the Allottee/s' right, title, interest and obligations under this Agreement **on payment of 4% (four percent) of the market price prevailing at that time or sale price**, which is higher (to be determined by the Promoter/Developer) as nomination charge to the Promoter/Developer subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:
- The Allottee/s shall make payment of all dues of the Promoter/Developer in terms of this Agreement, up to the time of nomination.
 - The Allottee/s shall obtain prior written permission of the Promoter/Developer and the Allottee/s and the nominee shall be bound to enter into a tripartite agreement with the Owner and the Promoter/Developer.
 - The Allottee/s shall pay an legal fee of **Rs.20,000/- (Rupees Twenty Thousand) Only** to the Promoter/Developer's legal advisor towards the tripartite Nomination Agreement.
 - Subject to the approval and acceptance of the Promoter/Developer **and subject to** the above conditions, the Allottee/s shall be entitled to nominate, assign and/or transfer the Allottee/s' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.
- (v) **Common Expenses/ Maintenance Charges:**
- **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
 - **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Building.
 - **Association:** Establishment and all other capital and operational expenses of the Association.

- **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
- **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Unit) walls of the Said Building.
- **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
- **Rates and Taxes:** Property Tax, surcharge, Water Tax and other levies in respect of the Building **save** those separately assessed on the Allottee/s.
- **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(SAID PREMISES)

ALL THAT piece or parcel of **Bastu land** measuring an area about **30 (Thirty) Cottahs** equivalent to **21600 Sq.ft. (Twentyone Thousand Six Hundred)** more or less (**including common passage having an area about 3867.2 Sq.ft.**) more or less (11 Cottah 4 Chittack equivalent to 8100 Sq.ft. more or less under R.S. Dag No. 5918 & 18 Cottah 12 Chittack equivalent to 13500 Sq.ft. more or less under R.S. Dag No. 5919) **TOGETHER WITH** a **(G+V) storied Mercantile Building** consisting of several commercial spaces/portions and car parking spaces (**UNDER CONSTRUCTION**), all comprised under J. L. No. 1, Touzi No. 173, Sheet No.15, C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to R.S. Dag No. 5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos. 2155, 2156 within **Mouza Ariadaha** Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata 700 057, District North 24-Parganas, West Bengal within the limits of the **Kamarhati Municipality** having **Old Holding Nos. F-65/1/3, F-65/3, F-65/4, F-65/5 & F-65/6, New Holding No.F-65/6 (after amalgamation) under Premises No. 7, Mahesh Mukherjee Feeder Road, Ariadaha, Ward No.11, Kolkata 700 057 Police Station Belghoria, Post Office Ariadaha**, comprised under **Mouza Ariadaha Kamarhati, J.L. No. 1, Touzi No. 173, Sheet No.15**, comprised in **R.S. Dag No. 5918, 5919**, under **R.S. Khatian Nos. 2155, 2156**, District North 24-

Parganas under the local limit of **Kamarhati Municipality TOGETHER WITH** 16' Ft. wide common passage on the Eastern portion of the said property **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Owners in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

The said land is butted and bounded as under:

On the North : By M. M. Feeder Road;

On the South : Partly by land of Survi Agarwal under Holding No. F-65/1 and partly by land of Lalita Devi Agarwal under Holding No.F-65/2, both under C. S. Dag Nos.5918, 5920;

On the East : By 16' Ft. wide common passage under C.S. Dag No. 5920;

On the West : By land under C.S. Dag No.5916.

OR HOWSOEVER OTHERWISE said hereditaments and premises or any part these of now are or is or hereto for were or was situated butted bounded called known numbered and distinguished.

Part-II

(DEVOLUTION OF TITLE)

WHEREAS:-

- A.** By virtue of an **Indenture (Deed of Partition)** made on **2nd day of January, 1959** between (1) Bhagawan Das Shaw, son of Late Kanhaiyalal Shaw, therein referred to as the First Party of the First Part, (2) Bandi Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Second Party of the Second Part, (3) Ganga Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Third Party of the Third Part, (4) Lachmi Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Fourth Party of the Fourth Part and (5) Jamuna Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Fifth Party of the Fifth Part, all of 177, Mukhtaram Babu Street, Calcutta, and **registered in the Office of the Registrar of Assurances, Calcutta, and recorded in Book No.I, Volume No. 69, Pages 189 to 214, Being No. 2187 for the year 1959**, the said Bandi Prasad Shaw was allotted several properties including **ALL THAT** piece or parcel of **Premises No. 7, Feeder Road, Ariadaha** in the District of 24-Parganas (a) All that piece or parcel of Ryoti Mokarari interest in land with trees and structures thereon allotted to Sri Bandi Prasad Shaw as delineated in the partition plan thereto annexed and marked (W) therein coloured in light green and marked Lot "A" comprising portion of C.S. Dag Nos. 5916 and 5917 of Khatian No. 878, Touzi No. 173, Mouza Ariadaha, Kamarhati, Police Station Baranagar, Sub-Registry Cossipore, Dum Dum, District 24-Parganas and containing an area of 2 Bighas 9 Cottahs 4 Chittacks and 35 Sq.ft. more or less and butted and bounded on the North by Feeder Road, on the East by 3 feet wide drain beyond which are the lands under C.S. Dag Nos. 5918 and 5920, on the South by the land under C.S. Dag No.

5946 and on the West by the lot allotted to Ganga Prasad Shaw, Annual Khazna of Rs.1/12, payable in respect of entire dags to the Government of West Bengal proportionate Khazna Rs.0.77 and (b) ALL THAT piece or parcel of land hereditaments and premises with structures standing thereon allotted to Sri Bandi Prasad Shaw as delineated in the partition plan hereto annexed and marked (X) therein coloured in light green and marked lot A comprising a portion of C.S. Dag No. 5919 and 5920, Khatian No. 1625 and the entire C.S. Dag No. 5918, Khatian No. 1624, Touzi No. 173, Mouza Ariadaha Kamarhati, Police Station Baranagar, Sub-Registration Cossipore, Dum Dum, District 24-Parganas containing an area of 2 Bighas 0 Cottahs 7 Chittacks and 32 Sq.ft. more or less and butted and bounded on the North by municipal drain beyond which is Feeder Road on the East by 16' Ft. wide common passage on the South by lot allotted to Ganga Prasad Shaw and on the West by land under C.S. Dag No. 9916, Annual Khazna in respect of Dag No. 5920 and 5933 is Rs.6.81 N.P. and in respect of Dag No. 5918, 5919 and 5931 Rs.1.69 N.P. payable to the State of West Bengal proportionate Khazna will be Rs.1.57 N.P. **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the erstwhile owner/s in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- B.** By virtue of a **Deed of Partition** made on **2nd day of August, 1986** between (1) Bandi Prasad Shaw, son of Late Bhagwan Das Shaw, therein referred to as the First Party of the First Part, (2) Smt. Munnar Debi, wife of Bandi Prasad Shaw, therein referred to as the Second Party of the Second Part, (3) Bharat Kumar Jaiswal, son of Bandi Prasad Shaw, therein referred to as the Third Party of the Third Part, (4) Madan Kumar Jaiswal, son of Bandi Prasad Shaw, therein referred to as the Fourth Party of the Fourth Part, (5) Smt. Shanti Debi Jaiswal, wife of Late Badri Prasad Jaiswal, (6) Sushil Kumar Jaiswal, (7) Sunil Kumar Jaiswal, (8) Subodh Kumar Jaiswal, all sons of Late Badri Prasad Jaiswal and (9) Smt. Sulekha Gupta, wife of Navin Gupta and daughter of Late Badri Prasad Jaiswal, all (5) to (9) therein collectively referred to as the Fifth Party of the Fifth Part, all (1) to (9) of 195A, Muktaram Babu Street, Calcutta and **registered in the Office of the Registrar of Assurances, Calcutta, and recorded in Book No. I, Volume No. 349, Pages 363 to 395, Being No. I-14354 for the year 1986,** the said Madan Kumar Jaiswal was allotted **LOT "D"** i.e. **ALL THAT** the undivided half share in **Premises No. 7, Mahesh Mukherjee Feeder Road** comprising portion of C.S. Dag Nos. 5918 and 5920 at Khatian Nos. 1624 and 1625 respectively, Touzi No. 173, Mouza Ariadaha, Police Station Baranagar, Sub-Registry Cossipore Dum Dum, District 24-Parganas containing an area of 2 Bighas 0 Cottah 7 Chittacks and 32 Sq.ft. more or less and butted and bounded on the North by Municipal drain beyond which is Mahesh Mukherjee Feeder Road on the East by 16 ft wide common passage on the South by the land belonging to Ganga Prasad Shaw and on the East by

the land under C.S. Dag No. 5916, morefully described in the Fifth Schedule thereunder written, hereinafter referred to as the **"LARGER PROPERTY"**.

- C.** By virtue of the following registered deeds, the said Suravi Devi Agarwal, Manish Agarwal, Ekta Devi Agarwal, Mohit Agarwal and Mohanlal Agarwal became lawful owners and jointly seized and possessed of their respective lands together with R.T. Sheds, all comprised under J. L. No. 1, Touzi No. 173, Sheet No.15, C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to R.s. Dag No. 5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos. 2155, 2156 within Mouza Ariadaha Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata 700 057, District North 24-Parganas, West Bengal within the limits of the Kamarhati Municipality having **Holding No. F-65** being a portion of **Municipal Premises No.7, Mahesh Mukherjee Feeder Road, Ward No.11 TOGETHER WITH** 16' Ft. wide common passage on the eastern portion of the said property **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever along with other lands, hereinafter referred to as the **"ENTIRE PROPERTY"**:

Deed Details	Parties to the Deed	Property details
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 093, Pages 133 to 160, Being No. I-4831 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Suravi Devi Agarwal, wife of Manish Agarwal (Purchaser).	C.S. Dags : 5918, 5920 C.S. Khatian : 1624, 1625 Land Area:5K-13CH-6SFT(4191 Sq.ft.)
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 122, Pages 368 to 375, Being No. I-6384 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Manish Agarwal, son of Mohan Lal Agarwal(Purchaser).	C. S. Dags : 5918, 5920 C.S. Khatian: 1624, 1625 Land Area:5K-13CH-25SFT(4210Sq.ft.)
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 123, Pages 349 to 356, Being	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Smt. Ekta Devi Agarwal, wife of Mohit	C.S. Dags : 5918, 5920 C.S. Khatian: 1624, 1625 Land Area:5K-12CH-33SFT(4173Sq.ft.)

No. I-6385 for 2000.	Agarwal(Purchaser).	
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 123, Pages 357 to 366, Being No. I-6386 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Mohit Agarwal, son of Mohan Lal Agarwal(Purchaser).	C.S. Dags : 5918, 5920 C.S. Khatian: 1624, 1625 Land Area:5K-11CH-35SFT(4130Sq.ft.)
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 123, Pages 367 to 374, Being No. I-6387 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Mohan Lal Agarwal, son of Bansidhar Agarwal (Purchaser).	Dags : 5918, 5920 Khatian : 1624, 1625 Land Area:5K-9CH-38SFT(4043Sq.ft.)

- D.** After purchase of the entire property, the said Suravi Devi Agarwal, Manish Agarwal, Ekta Devi Agarwal, Mohit Agarwal and Mohanlal Agarwal got their respective names mutated before the Kamarhati Municipality in respect of the entire property being **Premises No.7, M. M. Feeder Road, Kolkata 700 057, Ward No.11** under separate Holding Numbers in the following manner:

Name of Owner	Holding Number
Suravi Devi Agarwal	Holding No. F-65/1
Manish Agarwal	Holding No. F-65/5
Ekta Devi Agarwal	Holding No. F-65/4
Mohit Agarwal	Holding No. F-65/6
Mohan Lal Agarwal	Holding No. F-65/3

- E.** By virtue of the following registered Deed of Gift, the said Mohan Lal Agarwal transferred the portion of Holding No. F-65/3, M. M. Feeder Road, Kolkata unto and in favour of the said Mohit Agarwal absolutely and forever in consideration of natural love and affection:

Deed Details	Parties to the Deed	Property details
Deed of Gift dated 23.02.2018, registered at ARA-IV, Kolkata, and recorded in Book No. I, Vol. No.1904-2018, Pages 97491 to 97511, Being No. I-190402017 for 2018.	Mohan Lal Agarwal, son of Late Bansidhar Agarwal (Donor) and Mohit Agarwal, son of Mohan Lal Agarwal (Donee).	C.S. Dags: 5918, 5920 C.S.Khatian:1624, 1625 Land Area: 4043 Sq.ft.

- F.** While seized and possessed of the portion of entire property, the said Mohit Agarwal died testate on 3rd May, 2019 leaving behind himself surviving his legal heirs namely, (1) Smt. Ekta Agarwal (Wife), (2) Sri Utkarsh Agarwal (Son), (3) Lalita Devi Agarwalla (Mother), and consequent upon his death, his legal heirs inherited, entitled to and became co-owners of the portion of the entire property left by the deceased as per the Hindu Law of Succession.
- G.** During lifetime of the said Mohit Agarwal (since deceased) made and published his last will and testament on 28th day of December, 2018, giving, devising and bequeathing thereby all his movable and immovable assets including the First Schedule property hereunder written unto and in favour of his son, Utkarsh Agarwal, who is also the Sole Executor to the Estate of Mohit Agarwal.
- H.** The said Utkarsh Agarwal applied for grant of probate registered under Probate Case No.21 of 2020 before the Learned Court of Chief Judge, City Civil Court, Kolkata, but since grant of probate was pending before the Learned Court, shares of the portion of entire property left by the deceased were distributed amongst legal heirs of Late Mohit Agarwal in equal share.
- I.** Amidst such situation, the said (1) Utkarsh Agarwal, (2) Ekta Devi Agarwal, (3) Lalita Devi Agarwalla, (4) Manish Agarwal and (5) Surbhi Agarwal @ Suravi Devi Agarwal, all being the owners of the entire property, jointly decided to sell a portion out of the entire property to any intending purchasers.
- J.** By a **Deed of Conveyance dated 8th day of December, 2021** made between (1) Sri Utkarsh Agarwal, (2) Smt. Ekta Devi Agarwal, both (1) & (2) son and wife respectively of Late Mohit Agarwal, (3) Smt. Lalita Devi Agarwalla, wife of Late Mohan Lal Agarwal, (4) Sri Manish Agarwal, son of Sri Mohan Lal Agarwalla @ Mohan Lal Agarwal and (5) Smt. Surbhi Agarwal @ Suravi Devi Agarwal, wife of Sri Manish Agarwal, all of 24, Girish Avenue, Kolkata 700 003, therein jointly referred to as the Vendors of the One Part and (1) M/s. Dakshineswar Properties, (2) M/s.

Tirupati Properties, both Partnership Firms having their office at 153/1/A, S. M. Bose Road, Kolkata 700 114 and both represented by its Authorised Signatory/Partner, Sri Sanjay Kumar Kothari alias Sanjay Kothari, son of Late Jagdish Prasad Kothari of 9, Ashutosh Mukherjee Lane, Howrah 711 106, (3) M/s. Salasar Properties and (4) M/s. Ma Tara Construction, both Partnership Firms having their office at 153/1/A, S. M. Bose Road, Kolkata 700 114 and both represented by their Authorised Signatory/Partner, Sri Vikash Agrawal, son of Sri S. N. Agrawal of Ekta Residency, Flat No.3B, 174/A, Manicktala Main Road, Kolkata 700 054, therein jointly referred to as the Purchasers of the Other Part, and **registered in the Office of the Additional Registrar of Assurances, Kolkata, and recorded in Book No.I, Volume No. 1903-2021, Pages 554307 to 554363, Being No. 190314634 for the year 2021**, the Vendors therein granted sold conveyed transferred alienated assured and assigned unto and in favour of the Purchasers therein Landowners herein at or for a consideration mentioned thereat subject to free from all encumbrances and vacant possession thereof absolutely and forever **ALL THAT** piece or parcel of Bastu land measuring an area about **30 (Thirty) Cottahs** equivalent to **21600 Sq.ft. (Twentyone Thousand Six Hundred)** more or less (including common passage having an area about 3867.2 Sq.ft.) more or less (11 Cottah 4 Chittack equivalent to 8100 Sq.ft. more or less under R.S. Dag No. 5918 & 18 Cottah 12 Chittack equivalent to 13500 Sq.ft. more or less under R.S. Dag No.5919), all comprised under J. L. No. 1, Touzi No. 173, Sheet No.15, C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to R.S. Dag No.5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos.2155, 2156 within Mouza Ariadaha Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata 700 057, District North 24-Parganas, West Bengal within the limits of the Kamarhati Municipality having **Holding No. F-65 (Old), F-65/1, F-65/3, F-65/4, F-65/5 and F-65/6 (All New)** being a portion of **Municipal Premises No.7, Mahesh Mukherjee Feeder Road, Ward No.11 TOGETHER WITH** 16' Ft. wide common passage on the eastern portion of the said property **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Landowners in the entire property and appurtenances and inheritances for access and user thereof, free from all encumbrances **OUT OF the Entire Property**, morefully described in the **FIRST SCHEDULE** hereunder written, (hereinafter referred to as the "**SAID PROPERTY**").

- K. After such purchase, the Landowners herein jointly applied for mutation of their respective names before Kamarhati Municipality on **30th day of December, 2021**, and accordingly, upon considering their applications for mutation, the Kamarhati Municipality recorded their respective names in respect of the said property under five separate **Holding Nos. F-65/1/3, F-65/3, F-65/4, F-65/5 & F-65/6, all under Premises No.7, Mahesh Mukherjee Feeder Road, Ariadaha, Ward No.11, Kolkata 700 057**, and thereafter, amalgamated five separate Holding Numbers into **single Holding No. F-65/6 as per Amalgamation Certificate under**

Sl. No.A/000065 issued on 29th day of January, 2022 by the Kamarhati Municipality,
and paying rates and taxes on regular basis.

- L.** Now, the Vendors/Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to the said premises and paying rates and taxes on regular basis.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART I

(SAID SPACE)

- (a) The Said Apartment, being **Commercial/Semi-Commercial Space No._____** on the _____ **Floor** at _____ side having **Super Built Up area of _____ Sq.ft.** corresponding to **Covered Area of _____ Sq.ft.** corresponding to **Carpet Area of _____ Sq.ft.** more or less. Maintenance chargeable area of _____ **Sq.ft.** Sq.ft. more or less, in the building named "_____", to be constructed on the said premises. The layout of the Said Space is delineated in **RED** colour on the Plan annexed hereto;
- (b) ~~The Said covered parking space, being the right to park one private vehicle in **parking No. _____** for a medium sized car in the **ground Floor** having an area about _____ **Sq.ft.** more or less, of the said building;~~
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Said Project described in Schedule below, as be attributable and appurtenant to the Said Space, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said space.

PART II

(GENERAL SPECIFICATIONS OF THE NEW BUILDING)

- | | | |
|----|--------------------|--|
| 1. | Foundation | : R.C.C. (1:2:3) in column base and tie beam. |
| 2. | External Walls | : 200 mm thick brick works with good quality bricks in Cement 1:5. |
| 3. | Structural frame | : R.C.C. (1:2:3) in column beam slabs. |
| 4. | Partition Walls | : 125/75, thick brick works with good quality bricks in cement mortar 1:4/1:3. |
| 5. | Ext. /Int. Plaster | : 12 mm thick with cement mortar 1:6. |
| 6. | Door frame | : Door frames will be made by Sal wood. |
| 7. | Door Palla | : 32mm flash doors palla. |

- | | | |
|-----|----------------------------------|---|
| 8. | Windows & Balcony | : Finestra UPVC frames sliding with glass panel & MS grills & SS balcony railing with glass fittings. |
| 9. | Flooring: Flat/Roof/Ground floor | : Medium brand vitrified tiles for Flats/Roof tiles with water proofing/Chequered tiles. |
| 10. | Staircase | : Marble or Granite of medium Quality and SS railings. |
| 11. | Toilets | : Anti skid vitrified tiles Flooring With 2100 mm height glazed tiles on walls of medium quality and C.P. Bathroom fittings of jaquar or similar Brand and Sanitary Wares of Parryware/ Cera or similar Brand with hanging commode and ceramic basin. |
| 12. | Kitchen | : Medium brand vitrified tiles flooring with granite finish counter top slab finishing with 2100mm height glaze tiles on walls with stainless steel sink with jaquar bib cock. |
| 13. | Internal wall finish | : Wall putty. |
| 14. | Water supply | : Water supply from KMC with electric pump and overhead reservoir. |
| 15. | Electricals & Generator Back up | : Concealed copper wiring with adequate points from MCB of Havels/ Finolex or similar brand and modular boxes and modular switches of medium brand and generator of branded company |
| 16. | Lift | : Average four passengers MRL lift carriage Elevators of branded company. |

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON PORTIONS)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. ~~Ultimate Roof top of the proposed building.~~
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any space/portion and/or exclusively for its use).
6. Staircase and staircases landings on all the floors, entrance lobby, corridors.

7. Water supply system, water pump & motor, water reservoir together with all common plumbing installation for carriage of water in the said building.
8. Lift, lift well etc.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units/spaces in common by the co-owners.
10. Land underneath the proposed building.
11. Common toilet, security room.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(TOTAL PRICE)

The Total Price payable for the said Space/Unit is **Rs.** _____/-
(Rupees _____) Only, and **Rs.** _____/-
(Rupees _____) Only for right to ~~Covered Car parking Space~~, thus
 totaling to **Rs.** _____/- **(Rupees _____) Only**
 (Inclusive of GST & Other Charges).

PAYMENT PLAN

The Said Space Price shall be paid by the Allottee/s/Purchaser/s to the Promoter/Developer in the manner mentioned in the chart below, time being the essence of contract. The Allottee/s agree/s and covenant/s not to claim any right or possession over and in respect of the Said Space till such time the Allottee/s has paid the entirety of the Said Space Price and in addition to the Said Space Price, the Allottee/s shall also pay to the Promoter/Developer, as and when demanded, the amounts of Other Charges, as mentioned above, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon.

Sr. No.	Particulars	Installment (%)	Amount
1	On booking	10	
2	On execution and/or registration of Agreement for Sale	10	
3	On Completion of Foundation	10	
4	On Completion of 1 st Slab Casting	10	
5	On Completion of 2 nd Slab Casting	10	
6	On Completion of 4 th Slab Casting	10	
7	On Completion of 6 th Slab Casting	10	
8	On Completion of 8 th Slab Casting	10	

9	On Completion of Plastering of the Said Space	10	
10	On Completion of Flooring of the Said Space	05	
11	On Notice of Possession of the Said Space.	05	
	Total	100	Rs. _____

IN WITNESS WHEREOF the parties hereto and hereunto set and subscribed their respective seal and signature day month and year first above written.

**SIGNED SEALED & DELIVERED by the withinnamed
PARTIES OF FIRST, SECOND & THIRD PARTS in the
presence of following Witnesses:**

Owners/Vendors
[First Part]

Developer/Confirming Party
[Second Part]

Allottee/s/Purchaser/s
[Third Part]

Witnesses:

1)

2)

Signature : _____

Signature: _____

Name : _____

Name : _____

Address : _____

Address : _____

Drafted by :

RECEIPT AND MEMO OF CONSIDERATION

The Promoter/Developer confirms having received from the Allottee/s/Purchaser/s an advance/earnest money of **Rs._____/-** (**Rupees_____**) **Only** OUT OF the full consideration of Rs._____/- (Rupees_____) Only in respect of total cost of the said space (including GST) consisting of the said space being the **SECOND SCHEDULE** property hereinabove written.

Date	Mode	Bank	Branch	Amount (Rs.)
TOTAL AMOUNT: RUPEES_____ ONLY.				Rs.

Developer/Confirming Party
[Second Part]

Witnesses:

1.

2.