

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ day of _____, 2025

DIBYENDRA KRISHNA SARKAR (PAN **AAAPS2431D**), (Aadhaar No. **6852 8760 5570**), son of Late Dharendra Krishna Sarkar, by faith Hindu, by occupation – retired, residing at Flat no 2A, 538 Salimpur Road, Dhakuria, Kolkata-700 031, P.S. Kasba and P.O. Dhakuria, being represented by his Constituted Attorney **Mr. RAMESWAR PRASAD** (PAN : **AGDPP2821K**) (AADHAAR No **8892 1690 9232**) son of Late Ganesh Prasad by faith Hindu by occupation business residing at 24/1B Alipore Road, P. O. and P. S. Alipore Kolkata - 700 027 thereafter referred to as the "**OWNER**" (which expression unless excluded by or repugnant to the context shall include his legal heirs, successors, executors, administrators and assigns) referred to as the party of the **FIRST PART**.

AND

PRASAD SKYSCRAPPER LLP (PAN : **AAXFP8359G**) having LLPIN : **AAQ-1784**, a Limited Liability Partnership under the LLP Act 2008 having its registered office at premises No.16, Sudder Street, P. O. and P.S. New Market, Kolkata - 700 016, represented by its Designated Partner **Mr. RAMESWAR PRASAD** (PAN : **AGDPP2821K**) (AADHAAR No **8892 1690 9232**) son of Late Ganesh Prasad by faith Hindu by occupation business residing at 24/1B Alipore Road, P. O. and P. S. Alipore Kolkata - 700 027 hereinafter referred to as the "**DEVELOPER**", (which expression unless excluded by or repugnant to the context shall include its successors-in-interest and assigns), being Party of the **SECOND PART**.

AND

Mr./Ms. _____ (PAN) (Aadhar No. _____) son/ daughter of _____, aged about _____ years, by Religion Hindu, by occupation residing at _____, Post Office....., Police Station, Kolkata hereinafter called the "Allottee", which expression shall unless repugnant to the context or meaning thereof be deemed to

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mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

_____ (PAN : _____) having LLPIN : _____, a Limited Liability Partnership under the LLP Act 2008 having its registered office at premises No. _____, P. O. and P.S. _____, Kolkata - _____, represented by its Designated Partner _____ (PAN : _____) (AADHAAR No _____) son of _____ by faith Hindu by occupation business residing at _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to

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the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees)

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

WHEREAS:

- A. That the said Kharuria Wards Estate Khulna had conveyed sold, transferred, and assured a plot of land being identified as the plot No.9/2 measuring about 4 (four) cottahs 3 (three) Chittak 42 (forty-two) sq.ft. little less or more being

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portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas in favour of Srimati Renu Probha Sarkar wife of Babu Harendra Krishna Sarkar, by virtue of an Indenture dated 09th day of May, 1937 registered in the office of A.D.S.R. at Alipore in Book No.-I, Volume No. 40 from page No.290 to 292 being deed No. 1632 for the year 1937.

- B. The said Renu Probha Sarkar wife of Babu Harendra Krishna Sarkar out of her natural love and affection for her grandson Dibyendra Krishna Sarkar son of Dhirendra Krishna Sarkar, gifted and transferred the plot No.9/2 measuring about 4 (four) cottahs 3 (three) Chittak 42 (forty-two) sq.ft. a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, by virtue of an Deed of Settlement dated 23rd May 1983 executed in favour of Dibyendra Krishna Sarkar and the same was registered in the office of Sub-Registrar at Alipore and recorded in the Book No.1, Volume No.72, pages No.48 to 56 being deed no. 2968 for the year 1983.
- C. That in terms of the said gift of the aforesaid property said Dibyendra Krishna Sarkar, became the absolute owner and was in peaceful and uninterrupted possession of ALL THAT plot No.9/2 measuring about 4 (four) cottahs 3 (three) Chittak 42 (forty-two) sq.ft. referred to as the **Plot I** be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas and pursuant thereto got it mutated and recorded his name in the records of Kolkata Municipal Corporation under Assessee no 110702400314.
- D. Babu Harendra Krishna Sarkar by virtue of a Deed of Conveyance executed by Kharuria Wards Estate Khulna became entitled to equal share in the said plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District

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24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane, Kolkata 700020 and was seised and possessed thereof.

- E. That Babu Harendra Krishna Sarkar died intestate on 03rd March 1970 leaving behind him his wife and his four sons, and daughter namely, (i) Renu Probha Sarkar, (ii) Birendra Krishna Sarkar, (iii) Dhirendra Krishna Sarkar (iii) Samarendra Krishna Sarkar, (iv) Ranendra Krishna Sarkar and (v) Ila Baul who jointly became entitled to in equal shares ownership in the said plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane hereinafter referred to as the **Plot II**.
- F. That subsequent upon the death of Babu Harendra Krishna Sarkar on 03rd March 1970 his legal heirs being (i) Renu Probha Sarkar, (ii) Birendra Krishna Sarkar, (iii) Dhirendra Krishna Sarkar (iii) Samarendra Krishna Sarkar, (iv) Ranendra Krishna Sarkar and other who jointly and amicably entered and executed into a Partition deed dated 04th day of July 1972 and divided and demarcated their shares by metes and bounds and by virtue of the same Birendra Krishna Sarkar and Dhirendra Krishna Sarkar became entitled to in equal share in the said plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane therein referred to in "Schedule KH" and referred to as the **Plot II**. The said Deed of Partition dated 04th day of July 1972 was registered at the office of the Registrar at Alipore and recorded under Book -I, Volume 59, Pages 173 to 178 and Being no 2806 for the year 1972.
- G. The said Birendra Krishna Sarkar while owning and possessing his undivided share in the said land hereditament tenements and premises as absolute owner died intestate on 18.08.1979 being survived by his wife Shefali Sarkar as his



legal successors who inherited his share in his place under the provision of Hindu Succession Act, 1956.

- H. The said Sefali Sarkar and Dharendra Krishna Sarkar out of their natural love and affection for Dibyendra Krishna Sarkar son of Dharendra Krishna Sarkar executed a Deed of Settlement dated 10th day of July 1985 whereby and where under the said Sefali Sarkar and Dharendra Krishna Sarkar gifted/settled their respective share in the said plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak a little less or more (**PLOT II**) being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane unto and in favor of Dibyendra Krishna Sarkar son of Dharendra Krishna Sarkar. The said Deed of Settlement dated 10th day of July 1985 was not registered with any of the registrar offices in Kolkata.
- I. That subsequent upon execution of the said unregistered Settlement Deed the aforesaid property said Dibyendra Krishna Sarkar, was exercising all rights of ownership and pursuant thereto got **Plot II** mutated and recorded his name in the records of Kolkata Municipal Corporation vide Municipal Assessee no 110702400296. By virtue, thereof the said Dibyendra Krishna Sarkar has been establishing absolute ownership of the said land comprised at Premises No.9, Madhab Chatterjee Lane.
- J. The Owner being desirous of developing the said properties hereinabove identified as **PLOT I** and **PLOT II** has approached the Developer herein, to undertake the development on a joint venture basis and had executed a Memorandum of Understanding dated 21st day of January, 2022 recording the terms and conditions of such Development.
- K. That in terms of the said Memorandum of Understanding dated 21st day of January, 2022 the said Dibyendra Krishna Sarkar had filed for Letter of Administration being PLA 141 of 2022 claiming that such order or orders be granted against the said Dibyendra Krishna Sarkar in case of intestacy in respect of estate of the deceased Dharendra Krishna Sarkar of premises no 9

Madhab Chatterjee Lane Kolkata 700020 being identified as Plot no II hereinafter. The Hon'ble High Court at Calcutta vide order dated 15th December 2022 passed by Hon'ble Justice Arindam Mukherjee had ordered that "considering the view of the department upon complete scrutiny, the application for grant of letters of administration is allowed by granting order in terms of prayer (a) of the petition." That in terms thereof the said Dibyendra Krishna Sarkar became the administrator to the estate of the deceased Dhirendra Krishna Sarkar and is competent to enter into this Agreement with the developer herein towards development of ALL THAT plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane being more fully and particularly detailed and described in the **SCHEDULE** appearing hereinafter.

- L. That further in terms of the said Memorandum of Understanding dated 21st day of January, 2022 the said Dibyendra Krishna Sarkar had filed for a Letter of Administration being PLA 244 of 2022 claiming that such order or orders be granted against the said Dibyendra Krishna Sarkar in case of intestacy in respect of estate of the deceased Shefali Sarkar of premises no 9 Madhab Chatterjee Lane Kolkata 700020 being identified as Plot no II hereinafter. The Hon'ble High Court at Calcutta vide order dated 16th February 2023 passed by Hon'ble Justice Arindam Mukherjee had ordered that "considering the view of the department upon complete scrutiny, the application for grant of letters of administration is allowed by granting order in terms of prayer (a) of the petition subject to the applicant furnishing a personal bond of Rs. 5,00,000/- with one surety." That in terms thereof the said Dibyendra Krishna Sarkar became the administrator to the estate of the deceased Shefali Sarkar and is competent to enter into this Agreement with the Developer herein towards development of ALL THAT plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab

Chatterjee Lane being more fully and particularly detailed and described in the **SCHEDULE** appearing hereinafter.

- M. Thus as stated hereinabove the said Dibyendra Krishna Sarkar became sole owner of 9/2, Madhab Chatterjee Lane, P.S. Bhowanipore, P.O. Bhawanipore Kolkata 700020 and is the administrator to the estate of the deceased Dhirendra Krishna Sarkar and Shefali Sarkar towards the property being marked and identified as premises NO. 9 Madhab Chatterjee Lane, P.S. Bhowanipore, P.O. Bhawanipore Kolkata 700020 the subject matter of this agreement, and is exercising all rights of ownership and possession and is seised and possessed thereof and is rightfully entitled to enter into theses presents with the Developer herein.
- N. That in terms thereof the said Owners had filed for amalgamation of the said two Plots of land being identified as **PLOT I** and **PLOT II** and had in term thereof amalgamated the said two plots into one and had recorded the said plot in the Municipal records as 9 Madhab Chatterjee Lane, Kolkata 700020 vide Assessee no 110702400296.
- O. That in terms of the Understanding arrived at by and between the parties Owner herein executed a Development Agreement dated the 12th day of April 2023 in favour of the Promoter herein therein referred to as the Promoter of the Second Part Towards constructing a multi storied building at **ALL THAT** piece and parcel of Bastu Freehold Land admeasuring about 4 (four) cottahs 3 (three) Chittak little less or more, under Police Station - Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169, lying and situate at Premises No.9, Madhab Chatterjee Lane Kolkata- 700020 District South 24 Parganas, under the Kolkata Municipal Corporation Ward no 70. The said Development Agreement was registered at the office of Additional Registrar of Assurance I and recorded in Book No. I, Volume No. 1901-2015, Pages 26250 to 26293, Being No. 190105153 for the year 2015. The Owners therein appointed the Promoter therein to develop the said Property by constructing a multi-storied residential building containing several independent Units thereon

in terms of the sanction plan to be sanctioned through the Kolkata Municipal Corporation and further on such other terms and conditions, detailed and mentioned therein.

- P. That in furtherance to the said Development Agreement dated 12th day of April 2023 the said Dibyendra Krishna Sarkar the Owner herein executed a registered Power of Attorney dated 26th day of April, 2024 and appointed Mr. Rameswar Prasad and Mrs. Rachna Prasad as his constituted Attorney to jointly and severally act for and on behalf of the said Owner and to appear before the Owner herein for the purpose of obtaining sanction for the construction of the said multi-storied building at the said property. The said Power of Attorney was registered at the office of Additional Registrar of Assurances III, Kolkata and recorded in Book I, Volume 1904-2015 Pages 597446 to 597470 and Being no 190410815 for the year 2024 of the said registry office.
- Q. That the Developer has submitted the building permit plan for sanction with the Kolkata Municipal corporation for construction of the New Building and the said Plan was duly sanctioned by the Kolkata Municipal Corporation (KMC) being Sanction Building Permit No. Permit no 2025080034 dated 25.06.2025.
- R. The "Owner" shall be deemed to mean and include **Dibyendra Krishna Sarkar** and his legal heirs who is sufficiently entitled to and is seised and possessed of the said property which is more fully described in the **SCHEDULE** appearing hereinafter.
- S. The "**Promoter**" herein namely **PRASAD SKYSCRAPPER LLP** has been envisaged with the right to commercially exploit the said property which is more fully described in the **SCHEDULE** for construction of residential building by virtue of a registered Development Agreement dated 25th day of June 2015 registered at Additional Registrar of Assurance I and recorded as being no. 190105153 for the year 2015.

- T. The **"Promoter"** has got the Plans duly sanctioned for construction of the New Buildings by the Kolkata Municipal Corporation (KMC) vide Sanction Building Permit No. 2025080034 dated 25.06.2025. The said sanctioned plan shall herein after be referred to as **"SAID PLAN"**.
- U. The Said property is earmarked for the purpose of Building a residential project at **the said property** in accordance with the Said Plan which is comprising of a single Tower comprised of ground floor + 3 upper floors containing residential flats and parking spaces as shown and delineated in the Said Plan and the said project shall be known as **'Parijat'** ("Project");
- V. The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said property on which Project is to be constructed have been completed;
- W. The intimation of commencement of the work has already been submitted to the Kolkata Municipal Corporation;
- X. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals of construction of Residential Buildings, car parking spaces, and other constructed areas from Kolkata Municipal Corporation.
- Y. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- R. The Allottee had applied for an apartment in the Project vide Application No. _____ dated _____ and has been allotted ALL THAT Apartment being No. _____, on the _____ floor, admeasuring _____ sq.ft. built-up area (more or less) equivalent to _____ sq. ft. carpet area (excluding balcony open terrace), together with _____ nos. of open/covered car parking space, at the _____ floor level being identified as Parking no. _____, to park medium size road worthy

passenger cars in the said building Project "Parijat" lying and situated at Municipal Premises No. 9, Madhab Chatterjee Lane, Kolkata 700020, Ward No. 70 of Kolkata Municipal Corporation under Police Station Bhawanipore, Post Office Lala Lajpat Rai Sarani ("Building") hereinafter referred to as the **"Apartment"** more particularly described in **SCHEDULE A** and the floor plan or the apartment is annexed hereto and marked as Annexure 1;

- S. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- T. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- U. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment] more fully mentioned in Schedule A.

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:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the **SCHEDULE A**.
- 1.2 The Total Price payable for the Apartment based on carpet area is more fully

detailed and mentioned in the **SCHEDULE-B**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter 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 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;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and in the manner as detailed in **SCHEDULE C** and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Completed Apartment finished as per specifications morefully mentioned in **Schedule D** includes recovery of price of land underneath the building, pro rata share of construction of 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 Apartment and the Project but it shall exclude

Taxes and maintenance charges.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @4% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall

take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alteration.

- 1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as per **Schedule – B** of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned in **Schedule-A**:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have proportionate right to use the Common Areas transferred to the association of Allottees. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;
 - (iii) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in **Schedule D**, includes recovery of price of land underneath the building, construction of the

Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications as detailed in Schedule D and Schedule E appearing hereinafter to be provided within the Apartment and the Project. The price excludes Taxes and maintenance charges;

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee as morefully mentioned clause No. I hereinabove. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

- 1.9. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10. The Allottee has paid a sum equivalent to 10% of the total price as booking

amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this, Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of

India, he/she 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 accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees subject the same being formed and registered after receiving the Completion certificate through Kolkata Municipal corporation. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her and meeting the obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as detailed in Schedule C hereinafter.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/modification in such plans unless otherwise obtained through changes in the Municipal Rules permitting such addition/alteration /modification by the concerned Building Department of Kolkata Municipal Corporation. However, it is expressly declared and accepted by both the parties to this Agreement, that for the purpose of betterment of the project, the promoter has the authority to make some minor variation/alteration/ modification, within the permissible limits, over the existing sanctioned building plans, which are deemed to be accepted by the Allottee herein.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on December 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 Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension

of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession – The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale by the Allottee the Promoter shall handover the vacant peaceful possession of the said Unit. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be from the date of the issuance of the completion certificate for the project. The promoter shall hand over the photocopy of completion certificate of the project to the Allottee at the time of sale deed of the same. The Promoter shall offer the possession in writing within 3 days of receiving Completion Certificate and subsequent upon execution and registration of the Deed of Conveyance by the Allottee.

7.3. Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment

to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs. 5,000/- per month or part thereof for the period of delay of taking possession.

- 7.4 **Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee upon its formation and Registration;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after formation and registration of the association of Allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount (if any) paid by the Allottee shall be returned by the Promote to the Allottee within 45 days of such intimation of such cancellation received in writing by the Promoter.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on

account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER & OWNER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas till the date of handing over of the project to the association of Allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title

and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees once the same being formed and Registered;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

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

due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per **Schedule – B** under the Agreement from the Allottee, shall execute a deed of sale and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee Fails to deposit the stamp duty and registration charges and all other incidental and legal charges etc. so demanded, within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of sale in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees, for a maximum period of 1 (One) year upon the issuance of the completion certificate of the project. The cost of maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

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

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

The Allottee hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the

circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not

store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY ALLOTTEE:

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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 SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. During the period of construction or before that, the promoter may obtain construction Finance but

without creating any liability on Allottee.

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

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

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

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

the Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under 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.

34. MISCELLANEOUS:

- 34.1 Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.
- 34.2 The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @4% (four per cent) of the total price to the Promoter.

- 34.3 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed shall be as per specifications mentioned in **Schedule-D** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.
- 34.4 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution. **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.5 In case, payment is made by any third party on behalf of Allottee, the Promoter shall not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7 The Purchaser/Allottee(s) hereby give consent to use and utilize the additional FAR (if any), to be sanctioned by Kolkata Municipal Corporation in respect of the land which may necessitate some changes and/or

modifications to the existing Sanctioned Plan, in respect of the present project to be constructed. Accordingly, it is hereby declared that so far as the present project is concerned the additional FAR shall be achieved by the Developer by way of vertical extensions over the existing building block. It is further agreed that the Developer shall be eligible to utilise such additional FAR duly sanctioned by Kolkata Municipal Corporation, even after the Deed of Sale for the Apartment has been executed in favour of the Purchaser/Allottee(s) and/or any member of the Association shall not raise any objection of whatsoever nature for the same.

The Purchaser/Allottee is also notified that at any subsequent development of a separate Complex/Building on land which is adjacent but not part of this Project may be undertaken and in that case the Developer may decide to extend the Project in contiguous land in future and provide for a passage way through the Project and for this purpose the Developer shall execute necessary documents to that effect with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Project and their Association. The Developer may extend the size of the Project as presently envisaged by causing development of another Project/Building on land contiguous to the present Project whereupon the Developer shall be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities.

- 34.8 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.9 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

- 34.10 In the event of cancellation of allotment: The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable shall be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 34.11 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.12 The Promoter shall not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they shall not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access shall be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 34.13 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the

Promoter. **PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered sale deed, the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

- 34.14 The cost of maintenance shall be paid/borne by the Purchaser/Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Purchaser/Allottees and thereafter to the association of Purchaser/Allottees. The Purchaser/Allottee shall before taking possession of the apartment pay an amount calculated @ Rs. 50/- per sq. ft. on the built-up area of the apartment together with applicable GST (if any) towards cost of such maintenance for the initial period of one year. The Purchaser/Allottee shall additionally pay further amount calculated @Rs. 30/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. The details of the same are mentioned in the **Schedule B** appearing hereinafter. The Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Purchaser/Allottees of the said Project including those mentioned hereunder. Developer for providing the maintenance services of the project shall be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.

- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Flat) walls of the New Building/s.
- All expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, CCTV, EPABX etc. and other common installations including their license fees, Annual Maintenance Charges, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Purchaser/Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipment's.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

- 34.15 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its

nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 34.16 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project **"Parijat"** and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoters shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

- 34.17 That on and from the date of possession of the said flat/unit, the Allottee shall:
- a. Co-operate in the management and maintenance of the said project "Parijat".
 - b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
 - c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
 - d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per men sum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i) To discontinue the supply of electricity to the "Said Unit".
 - ii) To disconnect the water supply
 - iii) Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
 - iv) To discontinue the usage of all amenities and facilities provided in the said project "Parijat" to the Allottee and his/her/their family members/guests.
 - e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
 - f. Use the said flat/unit for residential purpose only.

- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottees and/or occupiers of the said project.
- o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.
- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors

and windows including grills of the 'Said Flat' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Association may affect the elevation in respect of the exterior walls of the said building.

- q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottees and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Allottees shall give an undertaking and sign a document of adherence that the Car Parking space shall be used only for the parking of cars.
- t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.
- u. To ensure that all interior work of furniture, fixtures and furbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

34.18 The Promoter have already executed several Sale Agreements with prospective Allottees in other format.

35. VALUATION:

As per the norms and requirement of law current valuation of the Said Unit along with Open Car Parking Space shall be obtained from the concerned Sub-Registrar Office in the name of one of the Purchaser(s) and the Said Valuation report along with money receipt will be enclosed along with this Agreement.

36. JURISDICTION:

This Agreement is executed at Kolkata within the original Jurisdiction of the Calcutta High Court and only the Courts situated within the Original Jurisdiction of the Calcutta High Court and not the Courts having territorial jurisdiction over the Premises shall have jurisdiction in all matters relating to or arising out of this Agreement, including the arbitration proceedings etc.

THE SCHEDULE:

(Definitions)

In this Agreement, the words and expressions used shall, unless they be contrary and/or repugnant to the context, have the following meanings:

1. **ADVOCATES** shall mean such Advocate or Advocates whom the Owner and/or the Developer may appoint, from time to time, as the Advocates for the Project;
2. **ALLOTTEE** shall mean the person to whom an apartment or plot as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such Apartment or plot as the case may be, is given on rent.
3. **APARTMENT** shall mean block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop,

showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;

4. **ARCHITECTS** shall mean such persons whom the Developer may appoint, under the Provisions of the Architects act 1972 from time to time, as the Architects for the New Buildings;
5. **ASSOCIATION/SOCIETY** shall mean a limited company or society or syndicate or association to be promoted and formed by the Developer and/or the Unit Owners for the Common Purposes;
6. **"BUILDING"** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes;
7. **"CARPET AREA"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
8. **COMMON AREAS** shall according to the context mean and include the areas installations and facilities at the New Buildings comprised in and described in **SCHEDULE E** hereunder written and expressed or intended by the Promoter for common use and enjoyment of the Purchaser/Allottee(s) in common with the Promoter and other persons permitted by the Promoter and save and except the same, no other part or portion of any of the New Buildings or the said Property shall be claimed to be part of the Common Areas and Installations by the Purchaser/Allottee(s) either independently or jointly with any other Co-owner/s;
9. **COMMON EXPENSES** shall include all expenses to be incurred by the Unit Owners for the maintenance, management and upkeep of the New Building and the Property and/or expenses for the Common Purposes, including, those mentioned in the **SCHEDULE E** hereto;
10. **COMMON PURPOSES** shall mean the purposes of managing and maintaining the New Building and the Property, particularly the Common Areas, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and

- obligations, for the most beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
11. **"COMPANY"** means a company incorporated and registered under the Companies Act, 2013 (18 of 2013) and includes,
 12. a corporation established by or under any Central Act or State Act;
 13. a development authority or any public authority established by the Government in this behalf under any law for the time being in force;
 14. **"COMPLETION CERTIFICATE"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
 15. **CORPORATION** shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, comment upon and/or ratify the Plans and the construction of the New Building;
 16. **CONTRACTOR** shall mean such Contractor whom the Developer may appoint, from time to time for construction, execution and/or finishing of the Project;
 17. **"DEVELOPMENT"** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes redevelopment;
 18. family" includes husband, wife, minor son and unmarried daughter wholly dependent on a person;
 19. **LAND** shall mean the Land contained in and described in the **SCHEDULE** hereunder written;
 20. **"LOCAL AUTHORITY"** means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
 21. **NEW BUILDING** shall mean the buildings to be constructed by the Vendor on the Property in accordance with the Plans; **PARKING SPACE** shall mean open or covered space in the Said Property, for parking of a medium sized motor

car/two-wheeler, more fully described in **SCHEDULE A** hereto, if any, agreed to be transferred or sold to the Purchaser/Allottee;

22. **PLANS** shall mean the plans, drawings and specifications of the New Building, prepared by the Architects and sanctioned by the concerned authorities, including the Corporation vide Sanction Plan No. Building Permit no 2025080034 dated 25.06.2025, PROVIDED THAT it shall also include all alterations and modifications therein, from time to time, made with the approval of the Architects and/or the Corporation;

23. **PREMISES** shall mean the Property described in the SCHEDULE A hereto and delineated on the Map and bordered "Yellow." thereon and shall also include the existing structures, if any, till its demolition and thereafter the New Building(s) to be constructed in thereon, wherever the context so permits;

24. "PROMOTER" means,—

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of— (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

25. **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the super Built Up Area of any Unit be to the Built Up Area of all the Units in the New Building in SCHEDULE PROVIDED THAT where it refers to share of any rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, i.e. in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective Units by the Unit Owners, respectively;
26. **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** shall mean the Said Unit as described SCHEDULE A hereto TOGETHER WITH the Parking Space, if any, thereto, AND TOGETHER WITH an Undivided Proportionate Share in the Land comprised and described in the SCHEDULE hereto AND TOGETHER WITH the rights of user in the Common Areas comprised in the New Building TOGETHER WITH the benefit of the Plans relating wholly to the Said Unit, the Parking Space, if any and proportionately to the Common Areas AND TOGETHER WITH all rights appurtenant thereto;
27. **BUILT UP AREA** or the Covered Area shall, according to its context, mean the plinth area of the Said Unit or all the Units in the New Building, including, the bathrooms and balconies and also the thickness of the outer walls, internal walls and pillars PROVIDED THAT if any wall be common between 2 (Two) Units, then $\frac{1}{2}$ (One-Half) of the area under such wall shall be included in each such Unit;
28. **TOTAL CONSIDERATION** shall mean the total sale price and/or consideration for sale of the Said Unit and The Rights and Properties Appurtenant Thereto payable by the Purchaser to the Promoter all of which are more fully mentioned in the **SCHEDULE B** hereto;
29. **UNITS** shall mean the spaces constructed in the New Building, intended and/or capable of being exclusively owned, held and/or occupied by any Unit-Owner;

30. **UNIT-OWNERS** shall, according to its context, mean all persons who acquire or agree to acquire or own Units in the New Building and shall include the Vendor, in case it retains any Unit;

Note :

1. **SINGULAR** shall include the plural and vice versa;
2. **MASCULINE GENDER** shall include the feminine and neuter gender and vice versa;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED
BY THE WITHIN NAMED OWNER**

Signature:

Name:

Address:

**SIGNED AND DELIVERED
BY THE WITHIN NAMED PROMOTER**

Signature:

Name:

Address:

**SIGNED AND DELIVERED
BY THE WITHIN NAMED:
ALLOTTEES: (INCLUDING JOINT BUYERS)**

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

Please affix
Photographs
and Sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address:

SCHEDULE

(Said Land)

ALL THAT piece and parcel of Bastu Freehold Land lying and situate at Premises No.9, Madhab Chatterjee Lane measuring about 4 (four) cottahs 3 (three) Chittak little less or more, under Police Station - Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169, Kolkata-700 020 District 24 Parganas, under the Kolkata Municipal Corporation which is butted and bounded as follows:

ON THE NORTH: by 9/2 madhab Chatterjee Lane;
ON THE SOUTH: by 8/2 Madhab Chatterjee Lane;
ON THE EAST : by Madhab Chatterjee Lane;
ON THE WEST : by Chakraberia Road.

Together with the boundary wall and structures/building therein and all easement rights and all other rights, appurtenances and inheritances for access and user of the said Land.

SCHEDULE 'A-1'

(Said Apartment)

ALL THAT Apartment being No. _____, on the _____ floor, admeasuring _____ sq.ft. built-up area (more or less) equivalent to _____ sq. ft. carpet area (excluding balcony open terrace), together with _____ nos. of open/covered car parking space, at the _____ floor level being identified as Parking no._____, to park medium size road worthy passenger cars, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule-D & E, of the said project "Project" at

premises No. 9, Madhab Chatterjee Lane, Kolkata - 700 020 within the limits of Kolkata Municipal Corporation.

SCHEDULE 'B'

(Price)

(The Total Consideration)

The Purchaser/Allottee agree/s to purchase the said Residential Apartment/Unit Apartment being No. _____, on the _____ floor, admeasuring _____ sq.ft. built-up area (more or less) equivalent to _____ sq. ft. carpet area (excluding balcony open terrace), together with _____ no. of open/covered car parking space, at the Ground floor level being identified as Parking no._____, to park medium size road worthy passenger car in the Project "Parijat" at premises No. 9, Madhab Chatterjee Lane Kolkata - 700 020 at or for a total consideration of Rs...../- Only) to be paid by the Purchaser(s) to the Vendor in the manner as stated hereunder: -

Said Unit	Rs./-
(in undivided proportionate land share	
of Said Premises)	

Total -	Rs./-
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(Rupees Only)

N.B.:

Price includes right of user in Common Areas. Excludes GST

Price **excludes** cost of additional features/facilities provided at the request of the Purchaser/Allottee.

Deposit and charges of electric meter to be provided by CESC Limited, costs for registration of transfer documents, legal fees, deposit for maintenance and taxes are excluded from Price etc. details of which are mentioned below:

PRABHU ENTERPRISES LLP

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Description	Amount (Rs.)
Extra Work	NIL
CESC Deposit	NIL
Miscellaneous Expenses (Transformer and Generator,).	/- +GST
Maintenance Deposit (@ Rs.50/- per Sq.ft. on BUA)	/- +GST
Sinking Fund Deposit (@ Rs. 30/- Per Sq. Ft. on BUA)	/- +GST
Total	 /- +GST

SCHEDULE 'C'

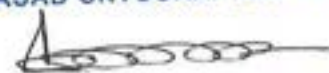
PAYMENT PLAN

Sl. No.	Particulars	% Consideration
1	Application/Booking Money	10%
2	Within 30 days from the date of execution and registration of Agreement for Sale	20%
3	On or before completion of foundation work up to plinth level	10%
4	On or before completion of 2 nd Floor casting	10%
5	On or before completion of 3 rd Floor/roof casting	10%
6	On Completion of Brick Work	15%
7	On completion of internal Plastering & Flooring	15%
8	On or before possession	10% + other charges + Maintenance Deposit & Sinking Fund

Note:

All amount payable above to be paid together with applicable GST and other statutory

PRASAD SKYSCRAPERS LLP



Partner

charges payable from time to time.

SCHEDULE 'D'
(SPECIFICATIONS, AMENITIES & FACILITIES)

FOUNDATION:

RCC foundation and framed structure for Ground + three storied building.

FLOORS:

Vitrified/Ceramic Tiles in rooms and drawing dinning room and anti-skid tiles in toilet and Kitchen.

DOORS:

Frames of good quality wood and flush doors and hot pressed phenol bonded commercial quality. Main door will be provided with Lock and night latch.

WINDOWS:

Aluminium/UPVC Windows will be provided with glass panes.

KITCHEN:

Cooking platform with steel sink and granite top and colored ceramic tiles above cooking platform upto 3 ft. height, bib cock and will be provided in the kitchen.

TOILET:

Ceramic Tiles with 7' height from floor level including skirting, concealed piping, Geyser Point, shower point, washbasin and Indian/W.C. with cistern. All the fittings will be of C.P. brass of genuine make.

TV POINT:

It shall be provided in each room of the apartment/Unit and in living room.

ELECTRICAL WIRING:

All wiring will be concealed copper and adequate outlet sockets will be provided.

WATER SUPPLY:

24 hours uninterrupted water supply from corporation/boring water will be provided in the complex.

INTERIOR WALL COATS:

All the interior walls will be finished with a coat of Plaster of Paris.

LIFT/ELEVATOR:

Automatic passenger Lifts of Kone/Otis or equivalent reputed brand shall be provided.

PRASAD SKYSCRAPERS LLP



Partner

COMMON TERRACE/ROOF:

Top floor terrace/roof above the 3rd floor shall be meant for common use.

MAINTENANCE:

Common services for flat shall, until these are handed over to the Society formed by the Developer, be maintained by the Developer or by their agencies and the service and maintenance charges shall be payable by the Purchaser(s).

ELECTRIC METER:

Procurement of Electric Meter for each flat from CESC shall be on actual cost and on account and cost of Unit buyer.

INTERCOM:

Intercom connection and equipment will be provided for the Said Unit and the Main Console will remain in the Ground Floor reception counter.

Exterior:

Combination of antifungal paint.

SCHEDULE E**(COMMON AREAS, AMENITIES& FACILITIES)**

Areas : (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lobbies and Staircases, (c) Access to the Roof and/or Terrace on the Top floor of the New Building, (d) Stair head Room, (e) Lift Well, (f) Boundary walls and main gates of the New Building (g) Open Terrace, (h) Common Toilet on the ground floor, (i) Electrical Meter Room and other areas provided for common use of all the residents of the Building/s.

Water and Plumbing: (a) Water Reservoirs, (b) Water Tanks, (c) All supply / drain Water Pipes (save those inside any Flat), (d) KMC Water Line, (e) Deep Tube Well

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) EPABX / Intercom system/CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as are provided in the New Building for common use and enjoyment.

PRASAD SKYSCRAPERS LLP



Partner

Amenities:

Decorative Entrance Lobby

Garden Area

Automatic Elevators

Intercom

CCTV monitoring & surveillance system (on the Ground Floor)

Annexure

Floor Plan

PRASAD SKYSCRAPERS LLP



Partner

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DATED THIS DAY OF 20__

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BETWEEN

DIBYENDRA KRISHNA SARKAR

.....OWNER

AND

PRASAD SKYSCRAPPER LLP

...PROMOTER

AND

.....

...ALLOTTEE/PURCHASER

AGREEMENT FOR SALE