

## **AGREEMENT FOR SALE WITHOUT POSSESSION**

**THIS AGREEMENT FOR SALE** is made on this..... day of .....  
Two Thousand Twenty Four

### **AMONGST**

(1) **SRI DILIP KUMAR ROY** (PAN – ADCPR3870J, D.O.B. 28.07.1951, Aadhaar No. 4988 2377 6653, Mobile No. 9903325295), son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Retired Person, residing at 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006, District Kolkata, (2) **SRI SANDIP ROY** (PAN – AFMPR8529Q, D.O.B. 13.01.1958, Aadhaar No. 8046 9749 8274, Mobile No. 9331233062), son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Agency Business, residing at F-27/2, Karunamoyee Housing Estate, Salt Lake City, Post Office Sech Bhavan, Police Station East Bidhannagar, Kolkata-700 091, District North 24 Parganas, (3) **SRI SUDIP ROY** (PAN – AHAPR3319L, D.O.B. 23.01.1969, Aadhaar No. 4347 5806 7587, Mobile No. 7982229896), son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at Khasra No. 688, T/F, Flat No. E4 Nai Basti, Village Khanpur, Pushpa Bhawan, South Delhi, Delhi-110 062, Post Office Sangam Vihar, Police Station Nebsarai, (4) **SRI DIPAK RAY** (PAN – BHUPR9847J, D.O.B. 20.02.1974, Aadhaar No. 3617 3540 7583, Mobile No. 8240471430), son of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Teaching, residing at C-1-M-1, 426 CMDA Nagar, Shulitalamiparda, Mohanpur (CT), Sewli, Post Office St. Para, Police Station Titagarh, Kolkata-700 121, District North 24 Parganas, (5) **SMT. SUCHANDRA ROY KARMAKAR** (PAN – BKCPR6047P, D.O.B.

08.05.1966, Aadhaar No. 5912 1937 4046, Mobile No. 9903561216), daughter of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at C/o. Chandan Kumar Roy Karmakar, C-75, Alakananda Apartment, P.N. Chatterjee Road, Amrabati, Post Office Sodepur, Police Station Khardah, Kolkata-700 110, District North 24 Parganas, (6) **SMT. SUPRIYA DAS** (PAN – BFZPD8469M, D.O.B. 13.03.1968, Aadhaar No. 4446 9953 2560, Mobile No. 7200015380), daughter of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at No. 17/33, S1, South Gangaianman, Koil 1<sup>st</sup> Cross Street, Choolaimedu, Chennai-600 094, Post Office Choolaimedu, Police Station F.5, Choolaimedu, (7) **SRI SUBHADIP ROY** (PAN – ANXPR6776Q, D.O.B. 23.06.1979, Aadhaar No. 9182 6043 8695, Mobile No. 9674826351), son of Late Prasanta Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at B/8, 10, Solok Pally, Haltu, Kolkata, West Bengal, Post Office Haltu, Police Station Kasba, Kolkata-700 078, District South 24 Parganas, (8) **SMT. LIPIKA ROY** (PAN – AGZPR6413P, D.O.B. 24.02.1962, Aadhaar No. 7448 1907 6783, Mobile No. 9748413007), wife of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at EP-55 No. Bipin Ganguly Road, Ghughudanga, South Dum Dum, Post Office Ghugudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, (9) **SRI JOYDEEP ROY** (PAN – APGPR9944F, D.O.B. 10.06.1987M Aadhaar No. 6540 6484 1044, Mobile No. 9674445445), son of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at E/P-55-B, Kunjamallick Bag, South Dum Dum (M), Ghughudanga, Post Office Ghugudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, (10) **SMT. JOYEETA ROY** (PAN – BBAPR1382J, D.O.B. 09.05.1991, Aadhaar No. 2403 2818 3314, Mobile No. 9163567362), daughter of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Business, residing at No. EP-55, Bipin Ganguli Road, Ghughudanga, South Dum

Dum, Post Office Ghughudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, represented by their Constituted Attorney namely **MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED** (PAN – AABCO3002G, Date of Incorporation – 27.05.2010), a company incorporated under the Companies Act, 1956 and having its registered office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas, by virtue of the registered Development Agreement cum Development Power of Attorney dated 29<sup>th</sup> May, 2019 which was registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 77212 to 77304, Being No. 190202096 for the year 2019 represented by one of its Directors who is duly authorized by virtue of the Board Resolution dated 29<sup>th</sup> February, 2012, namely **SRI ARUNAGATA DAS** (PAN– ADPPD3508E, D.O.B. 21.02.1969, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872), son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas, hereinafter collectively referred to as the “**OWNERS**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) **OF THE FIRST PART**

**AND**

(1) **SRI/SMT. ....** (PAN - ....., D.O.B. ...., Aadhaar No. ...., Mobile No. ....), son/wife of

Sri/Late ....., by Religion Hindu, by Nationality Indian, by Occupation ....., residing at ....., Post Office ....., Police Station ....., Kolkata-700 ....., District ..... and (2) **SRI/SMT. ....** (PAN - ....., D.O.B. ...., Aadhaar No. ...., Mobile No. ....), son/wife of Sri/Late ....., by Religion Hindu, by Nationality Indian, by Occupation ....., residing at ....., Post Office ....., Police Station ....., Kolkata-700 ....., District ....., hereinafter collectively referred to as the “**ALLOTTEE/PURCHASER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) **OF THE SECOND PART**

**AND**

**MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED** (PAN – AABCO3002G, Date of Incorporation – 27.05.2010), a company incorporated under the Companies Act, 1956 and having its registered office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas, represented by one of its Directors who is duly authorized by virtue of the Board Resolution dated 29<sup>th</sup> February, 2012, namely **SRI ARUNAGATA DAS** (PAN–ADPPD3508E, D.O.B. 21.02.1969, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872), son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700

106, District North 24 Parganas, hereinafter referred to as the “**PROMOTER/DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and assigns) **OF THE THIRD PART**:

**WHEREAS:**

- A. The devolution of the title of the said premises more particularly described in the First Schedule hereunder written.
- B. The project being development of the said premises more particularly described in the Second Schedule hereunder written.
- C. The Owners have jointly decided to develop the said premises and are in search of a Developer and having come to know the desire of the Owners, the Promoter/Developer who is a well known Developer approached the Owners to develop the said premises which the Owners have agreed.
- D. In the premises, a registered Development Agreement cum Development Power of Attorney was executed on 29<sup>th</sup> May, 2019 between the Owners and the Promoter/Developer for development of the said premises for the consideration and on the terms and conditions more particularly mentioned in the said registered Development Agreement cum Development Power of Attorney which was registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 77212 to 77304, Being No. 190202096 for the year 2019, hereinafter referred to as the “said Development Agreement”.

- E. Pursuant to the said Development Agreement, the Owners authorized the Promoter/Developer to apply and obtain plan sanctioned for construction of ground plus four storied residential building on the said premises after demolishing the existing structure of the building standing on the said premises and to sell, deal with Promoter/Developer's allocation and also to do various acts, deeds and things as mentioned in the said Power of Attorney of the said Development Agreement to fulfill the object of the said Development Agreement for development of the said premises.
  
- F. The Promoter/Developer applied and submitted building plan to the Kolkata Municipal Corporation for construction of ground plus four storied residential building comprising of on the ground floor caretaker's room, common bathroom, covered, open car parking spaces and other areas and first floor and above residential flats of different sizes, common areas and facilities and upon payment of requisite charges, the Kolkata Municipal Corporation vide Sanction No. 2023040001 dated 11.04.2023 sanctioned the said building plan for construction of the ground plus four storied residential building on the land of the said premises.
  
- G. The Promoter/Developer has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Promoter/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
  
- H. The said premises and earmarked for the purpose of building a residential project comprising of ground plus four storied and on the ground floor comprising of covered car parking spaces and other areas and on the first floor and above comprising of residential flats of different sizes, common

areas and facilities to be provided in the land and the proposed ground plus four storied residential building and the said project shall be known as “AKSHARA APARTMENT” project.

- I. The Promoter/Developer after obtaining the plan sanctioned as aforesaid and after demolishing the existing structure commenced construction of building on the said land of the said premises mentioned in the Second Schedule hereunder written in accordance with the plan sanctioned by the Kolkata Municipal Corporation.
  
- J. The Allottee/Purchaser on ..... approached to the Promoter/Developer and booking out of the allocation of the Promoter/Developer **ALL THAT** residential Flat No. .... comprising of ..... Bed rooms, one Kitchen, one Toilet, one W.C., one Balcony, one Living cum Dining Room, admeasuring ..... square feet carpet area equivalent to ..... square feet super built up area be the same a little more or less which is inclusive of prorate share in common Areas and Installations be the same a little more or less situate on the ..... Floor and one covered car parking space measuring 135 square feet super built up area on the ground floor as permissible under the applicable under the application law for parking one medium size car of the proposed ground plus four storied residential building known as “AKSHARA APARTMENT.” lying situate at and being 13A, Ramesh Dutta Street (formerly 13A, Manicktala Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 more particularly described in the Third Schedule hereunder written hereinafter referred to as the “said Flat and the said Car parking space” respectively hereinafter collectively referred to as the “said **Apartment/Unit**” **TOGETHER WITH** impartible proportionate share in the land described in the Second Schedule hereunder

written Together with the right to use and enjoy common areas and facilities proportionate share of common areas (Common Areas) and also as defined under clause (n) of Section 2 of the Act more fully described in the Fifth Schedule hereunder written of the land and building to be constructed on the said premises described in the Second Schedule hereunder written with the materials to be used as mentioned in the Sixth Schedule hereunder written subject to the payment of proportionate share of common areas and facilities mentioned in the Seventh Schedule hereunder written and subject to the Restrictions and House Rules mentioned in the Eighth Schedule hereunder written at and for a total consideration of Rs. .... (Rupees .....) only out of which valuation of the said Flat and the said Car parking space is fixed at Rs. .... (Rupees .....) only and on account of GST payable at Rs. .... (Rupees .....) only in vacant condition free from all encumbrances and pursuant to the said oral agreement the Allottee/Purchaser paid booking amount as well as further part payment to the Promoter/Developer and the parties have agreed to record the terms and conditions for sale and purchase of the said Apartment/Unit which is recorded hereunder.

- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
  
- L. At or before the execution of this Agreement, the Allottee/Purchaser inspected title deeds, registered Development Agreement cum development Power of Attorney, sanctioned plan and all other documents relating to the said premises as well as material to be used, nature of construction to be made, area, dimension, location of the said apartment as well as covenants, conditions mentioned in this agreement for sale and confirm that after having

conducted and completed to **their** complete satisfaction independent due diligence and title verification of the said land and the premises and as aforesaid as also the compliance and/or non-compliance, if any, by the Promoter/Developer of all/any applicable law(s) and after having carried out a physical inspection of the land, and further after inspecting including but not limited to amongst others, the specifications, approvals etc. for the Project, and the Allottee/Purchaser having understood and/or having complete and due notice and knowledge of, and after fully satisfying themselves and have accepted, without any reservation, each of the aforesaid including the right of the Promoter/Developer as stipulated in this Agreement;

- M. 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;
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/Purchaser hereby agree to purchase the Apartment/Unit as specified in paragraph 25 hereinabove.

**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:**

- a) Subject to the terms and conditions as detailed in this Agreement, the Owner and Promoter/Developer agree to sell out of Promoter's/Developer's allocation to the Allottee/Purchaser and the Allottee/Purchaser hereby agree to purchase the said Flat and the said Car parking space as specified in paragraph (K) hereinabove;

The Total Price for the Apartment based on the carpet area is Rs. .... (Rupees ..... ) only out of which valuation of the said Flat and the said Car parking space is fixed at Rs. .... (Rupees ..... ) only and on account of GST payable at Rs. .... (Rupees ..... ) (hereinafter referred to as the "Total Price"):

<b>Description</b>	<b>Amount in Rupees</b>		
	<b>Flat Value</b>	<b>GST Value</b>	<b>Total Value</b>
Apartment No. .... comprising of ..... Bed rooms, .... Kitchen, ....Toilet, ..... W.C., .... Balcony, .... Living cum Dining Room, admeasuring ..... square feet carpet area be the same a little more or less equivalent to ..... square feet super	.....	.....	.....

<p>built up area be the same a little more or less which is inclusive of prorate share in common Areas and Installations situate on the .....Floor of the proposed ground plus four storied residential building known as “AKSHARA APARTMENT” to be constructed on the said premises after demolishing the existing structure.</p>			
<p>One covered Car parking space measuring 135 square feet be the same a little more or less on the ground floor as permissible under the applicable under the application law for parking one medium size car of the proposed ground plus four storied residential building known as “AKSHARA APARTMENT” to be constructed on the said premises.</p>	.....	.....	.....
<p><b>Total Value</b></p>	.....	.....	.....

b) The amounts to be paid by the Allottee/Purchaser towards Extra Charges are enumerated hereunder;

<b>Extra Charges</b>	<b>Amount in Rupees</b>
<p>Transformer Charges &amp; Electricity Charges as applicable on actual basis and Generator Charges more or less @ Rs. ....../- per square foot per KVA</p> <p>NB: the amount to be incurred towards individual electric meter is to be paid directly by the Allottee/Purchaser to the Competent Electric supply corporation.</p> <p>It is clarified that actual electricity charges payable for use of common areas, actual charges payable for installation of Transformer and actual charges per KVA for installation of Generator will be indicated which will be payable proportionate to the share of the Allottee/Purchaser after completing the formalities in this regard and such extra charges will be paid by the Allottee/Purchaser.</p>	<p>Rs. 30/= per sft.</p> <p>The extra charges will be calculated after completion of all formalities to be paid by the Allottee/Purchaser</p>
(i) Legal and Documentation Charges	Rs. 30,000.00
Association Formation Charges	Rs. 5,000.00
Advance Maintenance Charges @ Rs. 2/- per sft for 6	Rs. ....

months	
<b>Total Extras Charges</b> (Along with–necessary tax as applicable, under the law in force).	<b>Rs. ....</b>

Explanations:

- (i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Promoter/Developer towards the Apartment:
  
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment to the Allottee/Purchaser and the Project to the Association of the Allottees or the competent Authorities as the case may be after obtaining completion certificate.

Provided that in case there is any change/modification in the taxes, impositions, the subsequent amount payable by the Allottee/Purchaser to the Promoter/Developer shall be increased/reduced/charged 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 of the Authority which shall include the extension of registration, if any, granted to the project by the Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser.

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

(iv) The Total Price of Apartment includes:

- 1) Pro rata share in the Common Areas; and
- 2) One covered parking as provided in the Agreement.

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

1.2.1 TDS – If applicable, the Tax deduction at source (TDS) under the Income Tax Act, Law shall be deducted by the Allottee/Purchaser and the same shall be deposited by the Allottee/Purchaser to the concerned Authority within the stipulated period under the law and the Allottee/Purchaser shall provide proper evidence thereof to the Promoter/Developer within sixty days of such deduction. If such deposit of TDS is not made by the

Allottee/Purchaser to the concerned Authority or proper evidence thereof is not provided to the Promoter/Developer, then the same shall be treated as the default on the part of the Allottee/Purchaser under this agreement and the amount thereof including penalty and interest that may be imposed in this regard shall be treated as outstanding.

1.2.2 In addition to the total price as aforesaid, the Allottee/Purchaser shall, before the date of possession/date of commencement of liabilities or the date of demand by the Promoter/Developer whichever is the earlier also pay following amounts:

- a) Proportionate costs, charges and expenses, charges for obtaining and providing electricity supply and meter and also forming the Association for the common purposes, any other special facility as envisaged from time to time;
  - i) Increased costs of the Promoter/Developer due to any extra work after adjustment of the amount which would have been incurred by the Promoter/Developer in terms of this contract;
  - ii) Sales Tax, Service Tax (but excluding income tax), VAT, GST other impositions of the amounts payable on account of purchase of the said unit to the Developer, if any payable.
  - iii) The Allottee/Purchaser shall pay proportionate share installation of generator, obtaining separate transformer and such other common expenses which may arise and which is not included in this agreement. Such proportionate share will be decided by the

Promoter/Developer and after being satisfied will be paid by the Purchaser.

- iv) All amounts payable in terms of this agreement In case the exact liability on any head cannot be quantified, then the payment shall be made according to the Promoter's/Developer's reasonable estimation subject to subsequent accounting and settlement within a reasonable period.
- v) The Allottee/Purchaser shall pay stamp duty, registration charges and all other allied expenses including legal expenses for preparation of all documents as mentioned hereunder.

1.2.3 The total price is escalation free, save and except increases which the Allottee/Purchaser hereby agrees to pay due to the increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent Authority from time to time. The Promoter/Developer undertakes and agrees that while raising the demand on allottee for increase in development charges, costs/charges imposed by the competent Authorities, the Promoter/Developer shall enclose the said notification/order/Rule/Regulation to that effect along with 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 any development charges after the expiry of schedule date of completion of the project as per the registration of the Authority, which shall include the extension, if any, granted to the said project by the authority as per the Act and the same shall not be charged from the Allottee.

- 1.2.4 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans and without obtaining revised plan sanctioned, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act and as approved by the Competent Authority.
- 1.2.5 The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate/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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.2.6 Subject to Clause 9.3 the Promoter/Developer agrees and acknowledges, the Allottee/Purchaser shall have the right to the Apartment as mentioned below:

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

1.2.7 It is made clear by the Promoter/Developer and the Allottee/Purchaser agree that the Apartment along with closed/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the

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

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

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

1.2.10 The Allottee/Purchaser has paid a sum Rs. .... (Rupees .....) only out of which (on account of value of the Flat and covered Car parking space— Rs. .... (Rupees .....) only and on account of GST amounting to Rs.

..... (Rupees .....) only being part payment the receipt of which the Promoter/Developer hereby acknowledges as per Memo of Consideration hereunder written and the Allottee/Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan and other charges and expenses as mentioned in this agreement as may be demanded by the Promoter/Developer within the time and in the manner specified therein.

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

## **2.MODE OF PAYMENT**

- 2.1 The Allottee/Purchaser shall make all payments, on demand by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan as well as in terms of this agreement through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'Omkar Devcon Properties Private Limited' payable at Kolkata.
  
- 2.2 In consideration of the above the Allottee/Purchaser has agreed to pay to the Promoter/Developer a sum of Rs. .... (Rupees .....) only out of which valuation/consideration of the said Flat and the said Car parking space is fixed at Rs. .... (Rupees .....) only and on account of GST payable at Rs. .... (Rupees .....) only being the total consideration payable in respect of the said Apartment, hereinafter referred to as the Consideration Amount.

- 2.3 The said consideration amount shall be paid in the manner as appearing in the Fourth Schedule hereunder written.
- 2.4 Time for payment shall always be the essence of the contract;
- 2.5 All payment shall be paid at the office of the Promoter/Developer against proper receipts being granted by the Promoter/Developer and/or the person authorized by in that regard, it being expressly agreed that the Allottee/Purchaser shall not be entitled and agrees not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.
- 2.6 In the event of the Allottee/Purchaser desiring the Promoter/Developer to make certain additions, alterations and/or improvements, modifications into or upon the said Apartment then and in that event the Allottee/Purchaser shall be liable and has agreed to make payment of the additional amounts which may be incurred by the Promoter/Developer on account of such additions, alterations, modifications and/or improvements subject to the consent of the Promoter/Developer;

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

- 3.1 The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which

would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter/Developer accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser 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/Developer shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

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

- 4.1 The Allottee/Purchaser authorizes the Promoter/Developer to adjust/appropriate all payments made by the Allottee/Purchaser under any head(s) of dues against lawful outstanding, if any, in their names as the

Promoter/Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his/their payments in any manner.

## **5. TIME IS ESSENCE**

5.1 Time is of essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/Purchaser and the common areas to the association of the allottees/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the instalments and other dues payable by the Allottee/Purchaser and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Developer as provided in the Third Schedule hereunder written ("Payment Plan").

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

The Allottee/Purchaser has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans annexed herewith which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authority and shall not have an option to make any variation /alteration

/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement. Provided that nothing herein contained shall derogate or prejudice or affect Promoter's/Developer's right and entitlement with regard to the matter connected to the plan and additions and alterations as contained in the definition being the definition of the plan mentioned in clause 35.23 herein below.

## **7.POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** Subject to complying the covenants, conditions of this agreement by the Allottee/Purchaser, the Promoter/Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter/Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment within 30 months to the Allottee/Purchaser or Allottee's/Purchaser's authorized representative, 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/Purchaser agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee/Purchaser the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. After refund of the money paid by

the Purchaser, Allottee/Purchaser agrees that the Allottee/Purchaser shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified herein that all the amounts collected as GST and deposited with the appropriate authorities concerned, shall not be returned by the Promoter/Developer and the Allottee/Purchaser shall be free to approach the authorities concerned for refund of such GST.

**7.2 Procedure for taking possession** – The Promoter/Developer, upon obtaining the occupancy certificate/completion certificate from the competent authority (which may be partial) shall offer in writing the possession of the Apartment (provided the Allottee/Purchaser is not in breach of any term or condition mentioned herein) to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/Developer shall give possession of the Apartment to the Allottee/Purchaser subject to the terms of this agreement and the Allottee/Purchaser making payment of entire balance consideration and all other amounts and deposits payable by the Allottee/Purchaser to the Promoter/Developer and fulfilling all their covenants, conditions herein contained. Provided further that the Promoter/Developer shall not be liable to deliver possession of the Apartment to the Allottee/Purchaser not to execute or cause to be executed any sale deed or other Instrument until such time the Allottee makes payment of all amount agreed and required to be paid hereunder by the Allottee/Purchaser and the Allottee/Purchaser have fully performed all the terms, conditions and covenants of this agreement and on the part of the Allottee/Purchaser to be performed until then. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/Purchaser agrees to pay the maintenance charges as determined by the

Promoter/Developer association of allottees, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within fifteen days of receiving the occupancy certificate/completion certificate of the Project.

7.2.1 It is clarified that the Promoter/Developer shall be deemed to have duly complied with all its obligations in case the Promoter/Developer issues notice of completion to the Allottee/Purchaser on or before the date mentioned in clause 7.1 hereinabove.

7.3 Failure of Allottee/Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Promoter/Developer as per clause 7.2, the Allottee/Purchaser shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.2, such Allottee/Purchaser shall however, be liable to pay maintenance charges as applicable from the date of issue of Completion Certificate/occupancy certificate.

7.3.1 Further, in case the Allottee/Purchaser fails or neglects to take possession of the said Apartment as and when called upon by the Promoter/Developer as aforesaid or where physical delivery has been withheld by the Promoter/Developer on the ground of breach/default by the Allottee, the Allottee shall be liable to pay guarding/holding charges @ Rs. 25,0000.00 (Rupees Twenty Five Thousand) only per month for the said Apartment plus GST if applicable, from the deemed date of possession/date of commencement of

liability to the actual date when the physical possession is taken by the Allottee/Purchaser.

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

Provided that in the absence of any local law, the Promoter/Developer shall hand over necessary documents and plans including common areas to the Association of the Allottees or the competent Authorities as the case may be within thirty days after obtaining occupancy/completion certificate whichever is the applicable.

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

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment not exceeding **Rs. 2,00,000.00** (Rupees Two Lakh) only. The balance amount of money paid by the Allottee/Purchaser without interest shall be returned by the Promoter/Developer to the Allottee/Purchaser within 45 days of such cancellation.

7.6 **Compensation** – The Promoter/Developer shall compensate the Allottee/Purchaser in case of any loss caused to them due to defective title of the

land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

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

Provided that if the Allottee does not intend to withdraw the project, the Promoter shall pay to the Allottee interest @ prescribed in the Rules for every month of delay, till the handing over possession of the Apartment which shall be paid by the Promoter/Developer to the Allottee/Purchaser within forty five days it becoming dues.

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

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

- (i) The Land Owners are the absolute joint owners proportionate to their share in the said premises as mentioned in the First Schedule hereunder written and have clear and marketable title with respect to the said premises. The Promoter/Developer has requisite right to carry out the development upon the said land of the said premises and absolute, actual, physical and legal possession of the said land of the said premises of the project.
- (ii) The Promoter/Developer 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 and the said premises or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land and the said premises, 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/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building, Apartment and common areas;
- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;

- (vii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/Purchaser and the common areas to the Association of Allottees;
- (ix) The said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) 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;
- (xii) That the property is not Waqf property.

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

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

- (i) The Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee/Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a Promoter/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/Developer under the conditions listed above, Allottee/Purchaser is entitled to the following:

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

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

9.3 The Allottee/Purchaser shall be considered in a condition of default, on the occurrence of the following events:

Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer 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/Developer to the Allottee/Purchaser within forty five days of it becoming due.

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

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

The Promoter/Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee/Purchaser and all other amounts elsewhere herein mentioned shall execute and register a deed of

conveyance and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/completion certificate as the case may be to the Allottee/Purchaser.

Provided that in the absence of local law, the conveyance deed in favour of the Allottee/Purchaser shall be carried out by the Promoter/Developer within three months from the date of issuance of occupancy certificate/completion certificate. However, the Promoter/Developer may require execution of the sale deed in favour of the Allottee/Purchaser simultaneously with the delivery of possession of the apartment to the Allottee/Purchaser and the Promoter/Developer shall not be obliged to deliver possession of the apartment to the Allottee/Purchaser unless the allottee/Purchaser execute (s) and is ready and willing to execute the conveyance simultaneously with such delivery of possession.

However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. as mentioned hereunder so demanded within the period mentioned in the demand letter, the Allottee/Purchaser authorizes the Promoter/Developer to withhold registration of the conveyance deed in favour of the Allottee/Purchaser till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee/Purchaser. All liabilities waing to such non registration shall be account of the Allottee/Purchaser and the Allottee/Purchaser shall indemnify and keep the Promoter/Developer save harmless and indemnified of from and against all losses, damages, costs, claims, demands, suffered or incurred or likely to be suffered or incurred by the Promoter/Developer.

**Land Owners' Confirmation:** The Land Owners have been made party to these presents to confirm the Allottee/Purchaser that the Land Owners shall join in as

parties to the deed/s of conveyance or transfer that would be executed and registered by the Promoter/Developer for sale of the Apartment in favour of the Allottee/Purchaser without claiming any consideration or additional consideration from the Allottee/Purchaser. The Land Owners' obligation is limited to transfer of land comprised in the said premises, which may either be in favour of the Allottee/Purchaser individually or the Association of Allottees as may be applicable.

The Promoter/Developer and the Land Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment for the benefit of the Allottee/Purchaser and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association/Maintenance Company, the same shall be conveyed in favour of the Allottee/Purchaser as part of the said Unit, to which the Allottee/Purchaser hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Premises to be carried out in favour of the Association/Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter/Developer and Land Owner in favour of the Allottee/Purchaser (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable).

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

The Promoter/Developer or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers/ allottees and the Owners. The cost of such maintenance has been included in the Total Price of the Apartment. It is being clarified that the promoter shall on completion of the project demarcate and declare the common areas pertaining to the Project.

## **12.DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, except fittings and fixtures provided as per specifications mentioned in this agreement which are beyond the control of the Promoter/Developer, and if the quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development has not been carried out is brought to the notice of the promoter/developer within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed understood that in case the Allottee/Purchaser without first notify the Promoter/Developer and without giving inspection to the Promoter/Developer the opportunity to inspect, alter the state and condition of such defect then the Promoter/Developer shall be relieved of its obligations contained in para immediately preceding and the Allottee/Purchaser shall not be entitled to any cost or compensation in respect thereof.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Developer/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee/Purchaser 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.

### **14. USAGE**

**Areas:** The service areas, if any, as located within the proposed building shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and 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.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to Clause 12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at Allottee's/ Purchaser's own cost, in good repair and condition.

15.2 The Allottee/Purchaser 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.

15.3 The Allottee/Purchaser further undertakes, assures and guarantees that the Allottee/Purchaser would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

15.4 The Allottee/Purchaser 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.

15.5 The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.6 The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees.

15.7 The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee/Purchaser 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/Purchaser hereby undertakes that the Allottee/Purchaser shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/at his/her own cost.

## **17.ADDITIONAL CONSTRUCTIONS**

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority/authorities without obtaining further sanction from the Kolkata Municipal Corporation and except for as provided in the Act and save and except mentioned under this agreement.

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

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter/Developer may already have created mortgage and/or charge on the said premises and shall be at liberty to create further mortgage and/or charges in respect of the said premises or any part thereof and the Allottee hereby consents to the same. Provided However that at the time of execution of the deed of conveyance/transfer in terms hereof, the Promoter/ Developer assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee/Purchaser, subject to their making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter/Developer.

#### **19. APARTMENT OWNERSHIP ACT**

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

#### **20. BINDING EFFECT**

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchaser until, firstly, the Allottee/Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the

Allottee/Purchaser fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Promoter/Developer shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

## **21.ENTIRE AGREEMENT**

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

## **22.RIGHT TO AMEND**

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

## **23.PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

Allottees/Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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

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

#### **25.SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser 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.

**27. 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.

**28. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser and the Owner, after the Agreement is duly executed by the Owner, Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar or Sub-Registrar.

**29.NOTICES**

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

Name of the Allottee/Purchaser: (1) ..... and (2) .....

Address of the Allottee/Purchaser: Both residing at ....., Post Office ....., Police Station ....., District .....

Name of the Promoter/Developer: M/s Omkar Devcon Properties Private Limited.

Address of the Promoter/Developer: 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019.

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

**30. JOINT ALLOTTEES**

That in case there are Joint Purchasers all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser 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 Purchasers.

**31. SAVINGS:**

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

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

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

**34. RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of this agreement and execution and registration of Sale Deed to be executed in pursuance hereof, the

Allottee/Purchaser shall not deal with, let out, encumber, transfer or alienate the said Apartment or their rights under this Agreement without the consent in writing of the Promoter/Developer first had and obtained PROVIDED THAT the Allottee/Purchaser may nominate transfer or alienate the said Apartment or their rights under this Agreement with the consent in writing of the Promoter/Developer (which consent the Promoter/Developer may refuse to grant without assigning any reason whatsoever) after expiry of a period of 30 (thirty) months from the date hereof (“Lock-in Period”) and that too only after the Allottee/Purchaser having made payment of the entirety of all amounts payable hereunder to the Promoter/Developer and not being in default in observance of their obligations under this Agreement Provided Further That the Allottee/Purchaser shall be liable for payment to the Promoter/Developer of a fee/charge of Rs. 1,00,000.00 (Rupees One Lakh) only or such other fee/charge as may be decided and/or made applicable from time to time by the Promoter/Developer in its absolute discretion for such transfer or alienation, plus applicable GST, And Subject Nevertheless To the following terms and conditions:

- i) The Promoter/Developer shall consent to such nomination transfer or alienation only upon being paid the fee/charge as aforesaid.
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee/Purchaser to be observed fulfilled and performed.
- iii) The Allottee/Purchaser shall have previously informed the Promoter/Developer in writing of the full particulars of such nominee/transferee.

- iv) Under no circumstances, the Allottee/Purchaser shall be entitled to let out the said Apartment before possession of the said Apartment is delivered to the Allottee/Purchaser in terms hereof and the Allottee/Purchaser having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee/Purchaser or their transferee.

34.1 It is clarified that any change in Allottee's/Purchaser's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions.

34.2 Transfer of the said Apartment after the Promoter/Developer has executed/caused to be executed the deed of conveyance of the said Unit in favour of the Allottee/Purchaser shall not be governed by this clause.

35. **DEFINITIONS**: Subject to modifications, alterations of the definition mentioned herein below, all other definitions as mentioned in the registered Development Agreement cum Development Power of Attorney dated 29<sup>th</sup> May, 2019 will be treated as part of definition of this agreement for sale:

35.1 **ACT** shall mean the West Bengal Housing Industries Regulation Act, 2017 (West Ben. Act. XLI, 2017).

35.2 **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industries Regulation Act,

2017.

- 35.3 **REGULATIONS** shall mean Regulation made under the West Bengal Housing Industries Regulation Act, 2017.
- 35.4 **SECTION** shall mean Section of the Act.
- 35.5 **ASSOCIATION** shall mean any Association, Syndicate Committee as defined in Article 2.1 of the said Development Agreement.
- 35.6 **ARCHITECT** shall mean as defined in Article 2.2 of the said Development Agreement.
- 35.7 **ADVOCATE** shall mean Mr. D. Mitra, Solicitor & Advocate, Room No. 29, First Floor, 10, Old Post Office Street, Kolkata-700 001 as defined in Article 2.3 of the said Development Agreement.
- 35.8 **BUILDING DESCRIPTIONS** shall mean as defined in Article 2.4 of the said Development Agreement.
- 35.9 **BUILDING PLANS** shall mean the building plan or plans sanctioned by the Kolkata Municipal Corporation vide Sanction No. 2023040001 dated 11.04.2023 for construction of ground plus four storied residential building on the said premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation which also includes such modifications, additions, alterations as may be suggested by the Architect.
- 35.10 **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean as defined in Article 2.6 of the said Development Agreement.

- 35.11 **COMMON EXPENSES** shall mean particularly mentioned in the Seventh Schedule hereunder written which also include as defined in Article 2.9 of the said Development Agreement.
- 35.12 **CO-OWNERS** according to the context shall mean all the persons who purchase or agree to purchase or own Units, flats, car parking spaces, open, covered or any portion in the building or buildings to be constructed on the said property.
- 35.13 **COMMON PURPOSES** shall mean as defined in Article 2.9 of the said Development Agreement.
- 35.14 **PROMOTER/DEVELOPER** shall mean **MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED** above named which includes its successor, successors-in-office and assigns.
- 35.15 **DEVELOPER'S ALLOCATION** shall mean and include fifty per cent of the total constructed area i.e. entire second floor, entire third floor and also 1025 square feet built up area more or less from a portion of the first floor and fifty per cent car parking spaces covered as well as open on the ground floor of the proposed building **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the land and the proposed building to be constructed more particularly mentioned in Article 2.13 of the Development Agreement.
- 35.16 **MATERIALS TO BE USED FOR CONSTRUCTION OF THE BUILDING** shall mean more particularly mentioned in the Fifth Schedule hereunder written and also as defined in Article 2.14 of the said Development Agreement.

- 35.17 **OWNERS/LAND OWNERS** shall mean (1) **SRI DILIP KUMAR ROY**, (2) **SRI SANDIP ROY**, (3) **SRI SUDIP ROY**, (4) **SRI DIPAK RAY** (5) **SMT. SUCHANDRA ROY KARMAKAR**, (6) **SMT. SUPRIYA DAS**, (7) **SRI SUBHADIP ROY**, (8) **SMT. LIPIKA ROY**, (9) **SRI JOYDEEP ROY**, (10) **SMT. JOLJEET ROY**, the above named which includes their respective heirs, executors, administrators, legal representatives and assigns.
- 35.18 **OWNERS/LAND OWNERS' ALLOCATION** shall mean fifty per cent of the Total constructed area on the first floor and on the fourth floor and fifty per cent of the car parking area as mentioned in Article 2.16 of the Development Agreement less 1025 sft. built up area be the same a little more or less from the 1<sup>st</sup>. floor.
- 35.19 **PROPERTY/PREMISES** shall mean the property/premises which is more particularly described in the Second Schedule hereunder written.
- 35.20 **PROPORTIONATE OR PROPORTIONATELY** shall mean as defined in Article 2.18 of the said Development Agreement.
- 35.21 **PARKING SPACE** shall mean the spaces meant or earmarked within the said premises of the building or buildings as also at the ground level in the open and abutting the said building or buildings for parking or motor cars as well as covered car parking spaces.
- 35.22 **SALABLE SPACE** shall mean the space, flats, car parking spaces in the said new building available for independent use and occupation which would be meant for residential, after carrying out development work at the said property in the manner as may be decided by the Owners and the Promoter/Developer.

- 35.23 **BUILT UP AREA** shall mean as defined in Article 2.21 of the said Development Agreement.
- 35.24 **SERVICE CHARGE**: shall mean as defined in Article 2.23 of the said Development Agreement.
- 35.25 **TRANSFER WITH** is grammatical variations shall mean as defined in Article 2.25 of the said Development Agreement.
- 35.26 **TRANSFeree SHALL MEAN** as defined in Article 2.26 of the said Development Agreement.
- 35.27 **UNITS** shall mean residential space, flats and also parking spaces (if any) and other spaces of different floors of the said building and other constructed spaces, being reconstructed or intended to be built and constructed by the Promoter/Developer from time to time at the said property and/or constructed area and/or modification, renovation, alteration of the existing building capable of being used and enjoyed independently.
- 35.28 **PROJECT/BUILDING** shall mean ALL THAT ground plus four storied proposed residential building known as ““AKSHARA APARTMENT.”” comprising of on the ground floor covered car parking spaces, meter room, caretaker room, common toilet and other areas, etc. on the first floor and above different sizes of flats, common areas and facilities and other areas etc. to be provided in the proposed ground plus four storied building to be constructed on the land of the said premises described in the Second Schedule hereunder written lying situate at 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Jorabagan, Kolkata-700 006 to be constructed by the Promoter/Developer or with such modifications, additions, alterations, further constructions as may be decided by the

Promoter/Developer and the Owners to be constructed on the said premises on obtaining sanction from Kolkata Municipal Corporation.

35.29 **CARPET AREA** according to the context shall mean the net usable floor area of any Flat/Apartment/, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat/Apartment/.

35.30 **APARTMENT/UNIT**: shall mean the flat and the car parking space situate on the building to be constructed on the said premises more particularly described in the Third Schedule hereunder written to be sold to the Purchaser.

35.31 **RULES AND RESTRICTIONS** shall mean the Rules and Restrictions binding and to be observed and performed by the Purchasers more particularly described in the Eighth Schedule hereunder written including the Rules framed under the Apartment Ownership Act as well as RERA Act.

35.32 **SUPER BUILT UP AREA** shall mean as defined in Article 2.21 of the said Development Agreement.

35.33 **TITLE DEED** shall mean all original Title deeds documents and all papers of title of the said premises more particularly mentioned in Article 2.24 of the said Development Agreement.

35.34 **MASCULINE** gender shall include the feminine and neuter genders and

FEMININE gender shall include the masculine and neuter genders and vice-versa and NEUTER gender shall include the masculine and feminine genders;

35.35 SINGULAR number shall include the plural number and vice-versa.

36. OTHER PROVISIONS:

**NOMINATION:**

- (a) The Promoter/Developer will give its consent to assignment and/or transfer and/or nomination of another person and/or persons in place and stead of the Allottee/Purchaser **IT BEING EXPRESSLY AGREED** that in the event of the Promoter/Developer giving its consent to such assignment and/or transfer and/or nomination, the Allottee/Purchaser shall pay entire consideration due and payable to the Promoter/Developer and shall also pay all costs, charges and expenses including stamp duty and registration charges that may be incurred and also all legal charges for cancellation of this agreement and execution and registration of the fresh agreement for sale for preparation of transfer/nomination documents as will be drafted and prepared by the advocate for the Promoter/Developer;
- (b) The Allottee/Purchaser shall pay over and above the aforesaid amount to the Promoter/Developer transfer fee amounting to Rs. 1,00,000.00 (Rupees One Lakh) only for execution of the nomination agreement and other documents as mentioned in clause (a) hereinabove.

37. **OBLIGATIONS OF THE ALLOTTEE/PURCHASER:**

As from the date of possession, the Allottee/Purchaser covenant:

- a) To co-operate with the Owner and the Promoter/Developer in the management and maintenance of the new building and/or the premises and formation of the Association.
- b) To observe the Rules framed from time to time by the Owner and the Promoter/Developer for the common purposes.
- c) To allow the Promoter/Developer and its workmen to enter into the said unit for completion and for the common purposes.
- d) To pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said unit wholly without raising any objection on any ground.
- e) Till the separate Assessment of the said unit is made for the purpose of Municipal Rates and Taxes, to let out or part with the possession of the said unit only after prior information in writing to the Promoter/Developer of the full particulars of the occupant and rent and all other charges and benefits receivable by the Allottee/Purchaser in respect thereof, to the extent necessary for assessment of the liability for Rates Taxes and other impositions. It being clarified that in case of sale, only prior information of intention to transfer will be necessary and the Allottee/Purchaser will not be required to disclose the consideration. **PROVIDED FURTHER** that under no circumstances the Allottee/Purchaser shall induct or invite any person or party who

may or cause any infringement or violation of the terms or conditions of sale hereunder mentioned in this agreement and strictly of the conditions as laid down herein.

- f) To deposit the amounts reasonably required by the Promoter/Developer towards the Purchaser's liability for the rates, taxes and all other outgoings.
- g) To pay for electricity and other utilities consumed in or relating to the said unit;
- h) To use the said Apartment/Flat for residential purposes and the car parking space for parking one medium size motor car only;
- i) Not to put any article including name-plate and letter box **SAVE** at the place approved or provided by the Promoter/Developer;
- j) Observe such other covenants as be deemed reasonable by the Promoter/Developer and upon formation of Association by the association for the common purposes.
- k) Until formation of the Association, the Promoter/Developer shall manage and maintain the new building and the premises and the Allottee/Purchaser shall pay to the Promoter/Developer as common expenses a fixed amount calculated at such rate as be advised by the Architect **SUBJECT TO** increase according to rise in relevant price index, from time to time without raising any objection.

- l) The deposit for the rates and taxes from time to time shall be according to the laws then prevailing regularly as and when demanded.
  
- m) The said payments and/or deposits shall be made within seven day of month for which the same be done, in case of monthly payments and otherwise, within five days of the Promoter/Developer's demand.
  
- n) All amounts to be deposited by the Allottee/Purchaser in pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively **SUBJECT HOWEVER TO** the other provisions hereof.
  
- o) At or before the date of possession, the Allottee/Purchaser shall deposit with the Promoter/Developer sum equivalent to the estimated share of the common expenses and rates and taxes for six months as will be indicated by the Developer. Such deposit shall be treated as a security deposit and shall be transferred to the Association upon its formation subject to all adjustment whatsoever the Promoter/Developer is entitled to under this agreement and the Allottee/Purchaser hereby give Allottee's/Purchaser's consent.
  
- p) The Promoter/Developer shall form the Association for the common purposes and the unit holders shall be made the members thereof with equal powers therein. In other words, each unit shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) unit.

- q) The Allottee/Purchaser shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for acquiring and holding membership with proportionate voting rights.
- r) The Promoter/Developer shall upon completion of the new building transfer to the Association all the Developer's rights and obligations with regard to the common purposes and shall also transfer the residue then remaining of the security deposit and other deposits, if any, made by the unit holders for the common purposes after adjusting all amounts then remaining due and payable by them to the Developer. The amounts thus transferred shall be held by the Association in the account of the co-unit holders respectively for the purposes thereof.
- s) After the Promoter/Developer makes the aforesaid transfer to the Association, all the rights and obligations of the Promoter/Developer with regard to the common purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged therefore. All references to the Promoter/Developer herein shall henceforth be deemed to be references to the Association.
- t) After sale of Promoter's/Developer's Allocation and for mutation of Association the Promoter/Developer will hand over title deeds along with sanction plan and other documents to the Association.

38. Documentation and Professional Charges

- a) Mr. D. Mitra, Solicitor & Advocate of No. 10, Old Post Office Street, Room No. 29, First Floor, Kolkata-700 001 has prepared this Agreement and shall draw all papers documents and drafts required for and/or in

connection with the various common purposes relating to the said building and formation of the Association or Society or mutation as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Allottee/Purchaser as follows:

- b) The Allottee/Purchaser shall on or before the execution of this Agreement pay a sum of **Rs. 10,000.00** (Rupees Ten Thousand) only towards the fees of Mr. D. Mitra, Advocate for preparation of this Agreement for sale and printing charges and if the said agreement for sale is registered, the Allottee/Purchaser shall pay a further sum of **Rs. 5,000.00** (Rupees Five Thousand) only towards printing charges, volume writing, incidental expenses for registration of the Agreement for sale. The Allottee/Purchaser shall also pay on or before execution of the Deed of Conveyance a sum of **Rs. 15,000.00** (Rupees Fifteen Thousand) only towards fees of Mr. D. Mitra Advocate for preparation of the Deed of Conveyance and further sum of **Rs. 5,000.00** (Rupees Five Thousand) only towards printing charges, volume writing, incidental expenses for registration of the Deed of Conveyance.
- c) Such Advocate would be entitled to charge additional fees for any extra legal work done or carried out at the instance of the parties.
- d) All Stamp Duty, Registration Charges, User charges, commission charges, allied incidental expenses that will be incurred in relation to registration of the agreement for sale as well as registration of the said deed of conveyance of the said unit thereto shall be borne and paid by the

Purchaser. In case any other charges/expenses that required to be incurred will be charged on actual basis.

- e) The Deed of conveyance shall be executed on completion of the said New Building at such time as the Promoter/Developer in its discretion shall think fit and proper and such draft deed of conveyance as prepared by the Advocate for the Promoter/Developer will be final and binding upon the parties.
- f) The Allottee/Purchaser despite their obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/Advocate for any independent advice **PROVIDED HOWEVER** such consultation for independent advice will not absolve the Allottee/Purchaser of their responsibility to pay the remuneration as provided hereinabove to Mr. D. Mitra, Solicitor & Advocate.

39. Miscellaneous:

- a) The new building shall be named as ““AKSHARA APARTMENT.”” or as may be desired by the Promoter/Developer and the Allottee/Purchaser shall not be entitled to change the name at any time in future without the written consent of the Promoter/Developer;
- b) The Owner and the Promoter/Developer will execute and register the deed of conveyance in favour of the Allottee/Purchaser.
- c) The Allottee/Purchaser shall bear and pay the proportionate cost for installation of transformer and sub-station and cabling deposit to the CESC Limited and works contractor as applicable.

- d) In the event further construction is permissible or sanctioned by the Kolkata Municipal Corporation on the roof then in such event, the Promoter/ Developer will be at liberty to do the construction on the roof and to deal with or dispose of in any manner whatsoever as agreed with the Owners and the Allottee/Purchaser will assist the Promoter/Developer in this regard and the ultimate roof will be common for all the Unit Owners and Occupiers of the building.
- e) If the Allottee/Purchaser desires to install extra grills in verandah and/or windows the same shall be strictly as per planning and elevation prepared by the Promoter/Developer and shall not make any projection outside the windows or verandahs;
- f) The Allottee/Purchaser shall not display any signboard, glow sign outside the unit/apartment.
- g) The premises will be constructed, completed in the entire land described in the Second Schedule in terms of the sanctioned plan with such modifications and alterations that may be decided by the Owners and the Promoter/Developer and the Allottee/Purchaser shall not have any right to object, obstruct and interfere in any manner whatsoever.
- h) The Allottee/Purchaser shall not have any right to interfere or encroach or keep any article on the common passage and common areas.
- i) The Allottee/Purchaser shall not interfere with the construction of the building mentioned in the Second Schedule and to deal with or dispose of the same in any manner whatsoever.

- j) On and from the date of purchase and handover physical possession the Allottee/Purchaser shall pay proportionate share of all expenses in respect of the land, said building and common areas of the land and building.
- k) The Allottee/Purchaser shall have right to inspect the construction during its construction provided with the intimation of the Developer.
- l) The decision of the Architect with regard to the construction of the building and the said Apartment will be final and binding upon the Purchaser.
- m) The decision of Mr. D. Mitra, Advocate for preparation of all documents, agreements, deed of conveyance shall be final and binding upon the parties.
  - a. In the event the Allottee/Purchaser desires to purchase car parking space, if avail-able out of the Promoter's/Developer's allocation and the Promoter/Developer is agreeable then in such event separate agreement with such terms and conditions for such consideration as may be decided by the Promoter/Developer will be executed between the parties. The actual allotment of the car parking space out of the Developer's Allocation will be decided by the Promoter/Developer by Lottery and the decision of the Promoter/Developer in this regard will be final and binding upon the Allottee/Purchaser and the Allottee/Purchaser shall not have any objection on any ground whatsoever. It is made clear that at the time of handing over possession of the said unit prior to the Lottery of the allotment of the car parking space shall be absolutely on temporary

basis for parking the car of the Allottee/Purchaser on the temporary car parking space and immediately upon allotment, the Allottee/Purchaser shall not have any right, title, interest or claim in respect of the said temporary car parking space and shall abide by the terms and conditions of the aforesaid Lottery of the said car parking space which shall be binding upon the Purchaser.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Devolution of Title)

1. One Joy Bhundy Dutt was absolutely seized and possessed of and sufficiently entitled to **ALL THAT** partly one partly two and partly three storied brick built messuage tenement or dwelling house together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation 1 Bigha 10 Cottahs be the same a little more or less situate lying at and being a portion of premises No. 13, Manicktola Street now Ramesh Dutt Street in Sutanutty in the North Division on the town of Calcutta now Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006 together with right over the common passage leading from and to Manicktola Street now known as Ramesh Dutt Street as also the right over the common passage leading from and to Chittaranjan Avenue, hereinafter referred to as the “said property” free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and enjoyed the same without any obstructions, interferences whatsoever and howsoever until the time hereinafter mentioned.
2. By an Indenture dated 15<sup>th</sup> April, 1914 made between Joy Bhundy Dutt, described therein as the Vendor of the One Part and Jagannath Prosad Roy,

described therein as the Purchaser of the Other Part, the Vendor therein for the consideration therein mentioned sold, conveyed and transferred to the Purchaser therein the said property which was registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 3, entered in Pages from 240 to 247, Being No. 1258, for the year 1914.

3. The said Jagannath Prosad Roy prior to his death by several deeds of conveyances on different dates for the consideration mentioned therein sold portions of the said property to different purchasers and after selling the portions of the said property, said Jagannath Prosad Roy was seized and possessed of and was sufficiently entitled to various immovable properties and also ALL THAT brick built three storied building together with piece and parcel of the land admeasuring 17 Cottahs 13 Chittacks 33 square feet be the same a little more or less situate lying at and being premises No. 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006.
4. The said Jagannath Prosad Roy died testate on 18<sup>th</sup> June, 1961 leaving behind him and surviving his wife namely Smt. Kanak Lata Roy and four sons namely (1) Jogendra Narayan Roy, (2) Mahendra Narayan Roy, (3) Girindra Narayan Roy, (4) Dhirendra Narayan Roy and two daughters namely (1) Minakshi Roy and (2) Tara Sundari Roy, as his only heirs, heiresses and legal representatives as the mother of the said Jagannath Prosad Roy namely Smt. Sarala Bala Roy predeceased him since a long time back.
5. Prior to the death of the said Jagannath Prosad Roy, the said Jagannath Prosad Roy executed his last Bengali Will dated 6<sup>th</sup> March, 1960 whereby and where under he appointed his third son namely Sri Girindra Narayan

Roy and fourth son namely Dharendra Narayan Roy as the Executors to his said Bengali Will and Testament and in the said Will the said Jagannath Prosad Roy did not make any provisions with regard to his movable and immovable properties to his second son Mahendra Narayan Roy.

6. By his said Will dated 6<sup>th</sup> March, 1960 the said Jagannath Prosad Roy directed his executors to pay out of his estate Rs. 20,000/= in a lump to each of his daughters Smt. Minakshi and Sm. Tara Sundari and Rs. 15,000/= in a lump to his eldest son Jogendra Narayan Roy and Provided that his wife Sm. Kanak Lata should get one eighth part or share of the net income of his estate for her maintenance as long as she would live and gave devised and bequeathed the rest and residue of his estate excepting premises No. 257, Chittaranjan Avenue, Kolkata (which was bequeathed to his eldest son the said Jogendra Narayan Roy in equal shares absolutely).
7. By his said Will dated 6<sup>th</sup> March, 1960, the said Jagannath Prosad Roy further directed his executors to pay his just debts all expenses for taking out the probate of the said Will the Estate Duty payable in respect of his estate and to spend Rs. 5,000/= for his sradh.
8. By his said Will dated 6<sup>th</sup> March, 1960 the said Jagannath Prosad Roy provided and declared that for making the payments aforesaid, if money is required his executors would be entitled to sell, if they think it fit, any property belonging to his estate excepting the said premises No. 257, Chittaranjan Avenue, Kolkata.
9. Under the said last Bengali Will dated 6<sup>th</sup> March, 1960 of the said Jagannath Prosad Roy, the said Jagannath Prosad Roy bequeathed to his third and fourth sons namely Girindra Narayan Roy and Sri Dharendra Narayan Roy

respectively in equal shares whatever properties will be left behind after his death.

10. The said executors named in the said Bengali Will dated 6<sup>th</sup> March, 1960 of the said Jagannath Prosad Roy namely Girindra Narayan Roy and Dharendra Narayan Roy filed an application in the Hon'ble High Court at Calcutta under its Testamentary and Intestate Jurisdiction for grant of probate of the said Bengali Will dated 6<sup>th</sup> March, 1960 which was marked as Matter No. 206 of 1961 (In the Goods of Jagannath Prosad Roy, deceased).
11. The eldest son of the said Jagannath Prosad Roy namely the said Jogendra Narayan Roy filed a caveat in the goods of the said Jagannath Prosad Roy deceased and the same was marked as Testament Suit No. 7 of 1962.
12. The said Testamentary Suit No. 7 of 1962 was contested by the legal heirs of the said Jagannath Prosad Roy.
13. By a decree made by the said High Court at Calcutta in its Testamentary and Intestate Jurisdiction on the 26<sup>th</sup> day of July, 1962 in the said Testamentary Suit No. 7 of 1962 wherein the said Girindra Narayan Ray and Dharendra Narayan Roy were the plaintiffs and the said Jogendra Narayan Roy was the defendant, the Caveat so filed as aforesaid was discharged and it was inter alia ordered and decreed that the probate of the said last Will and Testament of the said Jagannath Prosad Roy deceased with a copy of the Will annexed be granted and issued to the plaintiffs namely the said Girindra Narayan Ray and Dharendra Narayan Roy as the executors therein named and that the plaintiffs should pay to the defendant the said Jogendra Narayan Roy an additional sum of Rs. 5,000/= within three months of the date of the property

appertaining to the estate of the said Jagannath Prosad Roy deceased and that such sale should be done in order to liquidate the liability of the said estate.

14. In the premises, by virtue of the grant of probate of the said last Bengali Will and Testament dated 6<sup>th</sup> March, 1960 of the said Jagannath Prosad Roy, since deceased except Mahendra Narayan Roy all other legal heirs namely his wife Smt. Kanak Lata Roy and his four sons namely (1) Jogendra Narayan Roy, (2) Mahendra Narayan Roy, (3) Girindra Narayan Roy, (4) Dharendra Narayan Roy and two daughters namely (1) Minakshi Roy and (2) Tara Sundari Roy inherited the entire estate of the said Jagannath Prosad Roy in the manner and as per the directions mentioned in the said last Bengali Will of the said Jagannath Prosad Roy as aforesaid.
15. In the premises, by virtue of grant of probate of the said last Bengali Will of the said Jagannath Roy his third son and fourth son namely Girindra Narayan Roy and Sri Dharendra Narayan Roy inherited undivided equal share, inter alia, of the properties namely 13A, Ramesh Dutta Street and No. 1, Dharamtolla Street, Kolkata.
16. In the premises, pursuant to the aforesaid directions mentioned in the said Will of the said Jagannath Prosad Roy, the said Girindra Narayan Roy and Dharendra Narayan Roy was jointly entitled and became absolute joint owners and were seized and possessed of various immovable properties including ALL THAT partly two storied and partly three storied messuage, tenement house and land, hereditament and premises together with the land thereto belonging and on part whereof the same is erected and built containing by estimate 4 Cottahs be the same a little more or less situate lying at 13/1/1A, Adwaita Mallick Lane, Kolkata-700 006 and ALL THAT two storied brick built messuage, tenement dwelling house land hereditament

and premises together with the piece and parcel of the land admeasuring 17 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being premises No. 13A, Ramesh Dutta Street, Kolkata-700 006 having undivided equal share each and enjoyed the same without any obstructions, interferences as absolute joint owners thereof until the time hereinafter mentioned.

17. By a registered agreement for sale dated 17<sup>th</sup> June, 1963 made between the said Girindra Narayan Roy and the said Dharendra Narayan Roy, described therein as the Landlords, Executors to the estate of Jagannath Prosad Roy, deceased of the First part and Smt. Suraj Devi Damani, described therein as the Purchaser of the Other Part, the said Girindra Narayan Roy and the said Dharendra Narayan Roy for a valuable consideration sold to Smt. Saraj Devi Damani ALL THAT partly two storied and partly three storied messuage, tenement house and land, hereditament and premises together with the land thereto belonging and on part whereof the same is erected and built containing by estimate 4 Cottahs be the same a little more or less situate lying at 13/1/1A, Adwaita Mallick Lane, Kolkata-700 006 and ALL THAT piece and parcel of the land admeasuring 5 Cottahs 5 Chittacks be the same a little more or less being the portion of the Municipal premises No. 13A, Ramesh Dutta Street, Kolkata-700 006 which is subsequently renumbered as premises No. 13, Ramesh Dutta Street, Kolkata-700 006 more particularly described in the Schedule thereunder written which was registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 121, Pages 49 to 55, Being No. 3587 for the year 1963.
18. In the premises, the said Girindra Narayan Roy and Dharendra Narayan Roy were jointly entitled to and became absolute joint owners and were seized and possessed of and sufficiently entitled to ALL THAT partly one storied

and partly two storied brick built messuage tenement and dwelling house together with piece and parcel of the land thereunto belonging and/or part whereof the same is erected containing an area 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being remaining portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktala Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue more fully and particularly described in the First Schedule hereunder written hereinafter referred to as the "said premises" as absolute joint owners having undivided equal share each free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and were in khas possession of the same and enjoyed the same without any obstructions, interferences until the time hereinafter mentioned.

19. The said Girindra Narayan Roy died intestate on 28<sup>th</sup> October, 2012 leaving behind him and surviving his five sons namely (1) Prasanta Roy, (2) Dilip Kumar Roy, (3) Tridip Kumar Roy, (4) Sandip Roy, (5) Sudip Kumar Roy as his only heirs and legal representatives under the Hindu Succession Act, 1956 and by virtue of the law of inheritance the legal heirs of the said Girindra Narayan Roy inherited 1/5<sup>th</sup> share of fifty per cent undivided share in the said premises in equal share of said premises as the wife of the said Girindra Narayan Roy namely Jolly Roy died on 28<sup>th</sup> October, 2012 and his mother Kanaklata Roy predeceased him.
  
20. The said Dharendra Narayan Roy died intestate on 4<sup>th</sup> May, 1998 leaving behind him and surviving his one son namely Dipak Roy and two married

daughters namely (1) Suchandra Roy Karmakar and (2) Supriya Roy now Supriya Das and legal heirs of the deceased.

21. The wife of the said Dharendra Narayan Roy namely Mahamaya Roy died intestate on 1<sup>st</sup> October, 2016 leaving behind her and surviving her only one son namely Dipak Roy and two daughters namely (1) Suchandra Roy Karmakar and (2) Supriya Ray now Supriya Das as her only heirs, heiresses and legal representatives under the Hindu Succession Act, 1956.
22. In the premises, after the death of the said Dharendra Narayan Roy, his one son namely Dipak Roy who inherited 16.66 per cent undivided share each in the said premises and two married daughters namely Smt. Suchandra Roy Karmakar inherited 16.67 and Smt. Supriya Das inherited 16.66 per cent undivided share in the said premises each and legal heirs of Dharendra Narayan Roy, deceased married daughter of Dharendra Narayan Roy namely (1) Dipak Roy, (2) Suchandra Roy Karmakar, (3) Supriya Das inherited 50 per cent undivided share of the Owners' allocation in the said premises each by virtue of the law of inheritance the legal heirs of the said Dharendra Narayan Roy as his mother Kanaklata Roy predeceased him.
23. The said Prasanta Roy died intestate on 23<sup>rd</sup> January, 2017 leaving behind him and surviving his only son namely Subhadip Roy as his only heir and legal representative under the Hindu Succession Act, 1956 and by virtue of the law of inheritance who inherited entire estate of Prasanta Roy including undivided 10 per cent of Owners' allocation share in the said property as the mother of the said Prasanta Roy namely Jolly Roy died on 23<sup>rd</sup> October, 1995 and wife of the said Prasanta Roy namely Sarbani Roy died on 21<sup>st</sup> January, 2017 i.e. the mother and the wife predeceased the said Prasanta Roy.

24. In the premises, by law of inheritance Sri Dilip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of Owners' allocation in the said premises, Sri Sandip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of Owners' allocation in the said premises, Sri Sudip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of the Owners' allocation in the said premises, Sri Dipak Roy, son of Late Dharendra Narayan Roy inherited 16.66% undivided share of Owners' allocation in the said premises, Smt. Suchandra Roy Karmakar, daughter of Late Dhirenra Narayan Roy inherited 16.67% undivided share of the Owners' allocation in the said premises, Smt. Supriya Das, daughter of Late Dharendra Narayan Roy inherited 16.66% undivided share of Owners' allocation in the said premises, Sri Subhadip Roy, son of Late Prasanta Roy inherited 10% undivided share of Owners' allocation in the said premises, Smt. Lipika Roy, wife of Tridip Kumar Roy inherited 3.33% undivided share of Owners' allocation in the said premises, Sri Joydeep Roy, son of Late Tridip Kumar Roy inherited 3.34% undivided share of Owners' allocation in the said premises, Smt. Joyeeta Roy, daughter of Late Tridip Kumar Roy inherited 3.33% undivided share of Owners' allocation in the said premises.
25. The said Tridip Kumar Roy, son of Girindra Narayan Roy died intestate on 20<sup>th</sup> March, 2004 leaving behind him and surviving his wife namely Lipika Roy and one son namely Joydeep Roy and one daughter namely Joyeeta Roy as his only heirs, heiress and legal representative under the Hindu Succession Act, 1956 inherited the entire estate of the said Tridip Kumar Roy including his undivided 3.33% per cent share of the Owners' allocation each in the said property absolutely and in equal share as the mother of the said Tridip Kumar Roy namely Jolly Roy predeceased the said Tridip Kumar Roy.

26. By virtue of mutual understanding between the legal heirs of Girindra Narayan Roy and Dhirendra Narayan Roy, have agreed that legal heirs of Girindra Narayan Roy will get 58% of land owners' allocation and the legal heirs of Dhirendra Narayan Roy will get 42% of land owners' allocation as Late Girindra Narayan Roy and his sons had undertaken all the legal and other proceedings and incurred all costs, charges and expenses for getting vacant possession of the said premises No. 13A, Ramesh Dutt Street, Kolkata-700 006.
27. By virtue of another mutual understandings of legal heirs and heiresses of Late Girindra Narayan Roy, his second son Sri Dilip Kumar Roy will get 1/3 of the allocation of the shares of Late Girindra Narayan Roy, Sandip Roy will get 1/6, Subhadip Roy, son of Late Prasanta Roy will get 1/6 and Smt. Lipika Roy, wife of Late Tridip Kumar Roy, Joydeep Roy, son of Late Tridip Kumar Roy and Joyeeta Roy, daughter of Late Tridip Kumar Roy each will get 1/18 of Late Girindra Narayan Roy's in the manner (1) Dilip Kumar Roy – 2/6 of 58%, (2) Sandip Kumar Roy – 1/6 of 58%, (3) Sudip Roy – 1/6 of 58%, (4) Subhadip Roy – 1/6 of 58%, (5) Lipika Roy – 1/18 of 58%, (6) Joydeep Roy – 1/18 of 58%, (7) Joyeeta Roy – 1/18 of 58% of the said premises.
28. In the premises, by virtue of law of inheritance the Owners are absolutely seized and are possessed of and sufficiently entitled to the said premises as absolute joint owners having shares in the said premises mentioned herein above free from all encumbrances, liens, lispensens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and are in khas possession of the same and enjoying the same without any obstructions, interferences whatsoever.

29. It is mutually agreed by and between the legal heirs and heiresses of Late Dharendra Narayan Roy agreed to distribute the share of the said premises of Late Dharendra Narayan Roy in the manner that (1) Suchandra Roy Karmakar – 1/3 of 42% i.e. 14%, (2) Supriya Das – 1/3 of 42% i.e. 14% and (3) Dipak Roy – 1/3 of 42% i.e. 14% of the said premises.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(The said Premises/said Property)

ALL THAT partly one storied and partly two storied brick built messuage tenement and dwelling house together with piece and parcel of the land thereunto belonging and/or part whereof the same is erected containing an area 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being a portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktala Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue under Ward No. 026, Assessee No. 110263200263 of Kolkata Municipal Corporation butted and bounded as follows that is to say:

**ON THE NORTH** : 14/4 & 14/2, Ramesh Dutta Street, Kolkata-700 006.

**ON THE SOUTH** : 13B, Ramesh Dutta Street, Kolkata-700 006.

**ON THE EAST** : 257 and 259, C.R. Avenue, Kolkata-700 006 and partly by 20 feet wide Road.

**ON THE WEST** : 12A & 12B, Ramesh Dutta Street, Kolkata-700 006.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

(The said Flat and the said Car Parking space, said Apartment/Unit)

**ALL THAT** residential Flat No. .... comprising of ..... Bed rooms, one Kitchen, one Toilet, one W.C., one Balcony, one Living cum Dining Room, admeasuring ..... square feet carpet area equivalent to ..... square feet super built up area be the same a little more or less which is inclusive of prorate share in common Areas and Installations be the same a little more or less situate on the ..... Floor and one covered car parking space measuring 135 square feet super built up area on the ground floor as permissible under the applicable under the application law for parking one medium size car of the proposed ground plus four storied residential building known as “AKSHARA APARTMENT.” lying situate at and being 13A, Ramesh Dutta Street (formerly 13A, Manicktala Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 **TOGETHER WITH** impartible proportionate share in the land more particularly described in the Second Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the proposed building or buildings.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(CONSIDERATION)**

Total consideration payable for the said unit Rs. .... (Rupees .....  
.....) only out of which valuation of the said Flat and the said  
Car parking space is fixed at Rs. .... (Rupees .....) only and on  
account of GST payable at Rs. .... (Rupees .....) only on  
the following manner:

Sl. No.	Description	Amount (Rs.)		
		Flat Value	GST Value	Total

				<b>Value</b>
1	On or before execution of agreement, amount paid by the Purchaser	.....	.....	.....
2	On execution of this agreement for sale, the Allottee/Purchaser shall pay an amount aggregating to .....%	.....	.....	.....
3	On or before 1 <sup>st</sup> . Slab casting of the building Allottee/ Purchaser shall pay an amount aggregating to .....%	.....	.....	.....
4	On or before 2 <sup>nd</sup> slab casting of the building Allottee/Purchaser shall pay an amount aggregating to .....%	.....	.....	.....
5	On or before 3 <sup>rd</sup> slab casting of the building Allottee/Purchaser shall pay an amount aggregating to .....%	.....	.....	.....
6	On or before 5 <sup>th</sup> slab casting of the building Allottee/Purchaser shall pay an amount aggregating to .....%			
7	On or before completion of brick work of the building Allottee/Purchaser shall pay an			

	amount aggregating to .....%			
8	On or before completion of Inside and Outside plaster of the building Allottee/Purchaser shall pay an amount aggregating to .....%			
9	On or before completion of flooring of the building Allottee/Purchaser shall pay an amount aggregating to .....%			
10	On or before completion of Electrical, Sanitary Fitting and handing over possession of the flat in building Allottee/Purchaser shall pay an amount aggregating to .....%			
	<b>Total Consideration Value</b>	.....	.....	.....

The schedule and terms of payment is the essence of the contract.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common Areas and facilities)**

1. Path passages and driveways in the premises other than those reserved by the Owners of their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motors cars or marked by the Owners for use of any co-owners.
  
2. Staircase, lobby, roof and landings.

3. Room and the bathroom for darwan.
4. Electrical wiring and fitting and fixtures for lighting the staircase, lobby and landings.
5. Electrical installations with main switch and meter and space required theretofore.
6. Municipal water Supply connection.
7. Overhead water tank and underground water reservoir with distribution pipes there from connection to different Apartments/Units and from the underground water or to the over-head water tank.
8. Water waste and sewage evacuation pipes from the Apartments/Units to drain and sewers common to the building.
9. Drains and sewers from the building to the Municipality drain.
10. Main gate for entrance to the premises.
11. Boundary wall to the premises.
12. Roof of building.
13. 24 hours security services by guards.

14. Such other common areas and facilities as may be made for common purposes.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(Materials to be used in construction of the building)

1. **STRUCTURE** :- Structure to be constructed in R.C.C. as per structural plan of the Structural Engineer duly approved by KOLKATA MUNICIPAL CORPORATION. Steel of only ISI marked brands to be used and cement of any leading national brand to be used.
2. **BRICK WORK** :- All external walls to be 8 inches, internal walls to be 5 inches and 3 inches made of first class bricks.
3. **WALL FINISH** :- All walls to be finished with 10 mm plaster and internal walls finished with plaster of parries.
4. **FLOORING** :- Apartments : Floors of Living, Dining, Kitchen and Bed Room to be of vitrified tiles of size more or less 2 ft. X 2 ft. Toilet, Bath of good quality Antiskid tiles.  
Stair case & lobby : Floors to be good quality vitrified tiles or equivalent.
5. **GARAGE** : Floor to be done with good quality designer tiles.
6. **PAVEMENT** : Pavements to be done in designer tiles to give a very colourful getup.

7. BATH ROOM/ KITCHEN FITTINGS :- To be Fitted with all Jaquar ESSCO brand fittings and Parry Ware/CERA or equivalent fittings and PVC cistern to match.
8. PLUMBING:- All internal water pipe lines to be concealed with good quality PVC Pipes of SUPREME or equivalent make. All sewage pipes of rain water pipes to be of good quality SUPREME or equivalent brand.
9. ELECTRICAL:- All wires to be laid concealed. Switches and plug points to be of Anchor/Havells. Two light, one fan, one combined electrical point to be in every room. Living/dinning room to be provided with additional line fan, telephone. Kitchen to be provided with two light, one point for exhaust fan, one 5 Amp and one 15/5 Amp plug point. Bathroom to be provided with two light points, one exhaust point and one geezer point in one Bathroom only. No geezer point in W.C. Balcony to be provided with one light point.
10. KITCHEN :- Kitchen to be provided with good quality granite counter with matching steel sink with a long nose tap and inbuilt shelves. Glazed tiles upto the height of 3 ft. to be provided above the kitchen counter.
11. BATH/TOILET:- Toilets to be provided with one wash basin, one Western or Indian comode and three tap water points. Glazed tiles of good quality to be fitted on walls upto a height of 6 ft. 6 inches.
12. DOORS AND WINDOWS:- Door frame of seasoned good quality Sal wood and panels of good quality Flush Door only to be provided. Every door to be provided with aluminum hatch bolt & mortis Lock. Main door to be provided with one good quality fancy hatch bolt and one latch lock of

Godrej or equivalent brand. All windows to be made of good quality powder coated Aluminum shutter fitted with clear glass, with matching steel grills.

13. ROOF :-Roof to be finished with roof tiles.
14. PAINTING :- Doors to be given two coat of paint and window grills to be painted with good quality synthetic enamel paint. The outer walls of the building to be painted with cement based paint of Weather Coat or equivalent make.
15. COMMON FACILITIES:- Common facilities shall include the following :
  - (a) Boundary wall : The entire premises to be bounded by a strong boundary wall of 5 ft. height (approx) with one decorative steel gate.
  - (b) Common toilet/ bath on the ground floor for helping hands, drivers, security guards etc.
  - (c) Lift;
  - (d) Room for security guards;

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. **MAINTENANCE** All costs and expenses for maintaining, whitewashing, pointing, repainting, repairing, renovating and replacing the common areas

machineries, equipments installations and accessories for common services, utilities and facilities (including the out walls of the buildings).

2. **OPERATONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, water pump with motor etc.).
3. **STAFF :** The salaries of and all other expenses on the staff to be employed for the common purpose (including bonus and other emoluments and benefits).
4. **ASSOCIATION :** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Owner or any agency looking after the common purposes until handing over the same to the Association.
5. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Unit).
6. **COMMON UTILITIES :** expenses for serving/supply of common facilities and Utilities (including electricity, water etc.) and all charges incidental thereto.
7. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.

8. **OTHERS** : all other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**(Restrictions/House Rules)**

1. As from the date of possession of the said unit, the Allottee/Purchaser do hereby agree and covenant as follows:
- (a) To co-operate with the other co-Purchasers and the Promoter/Developer in the management and maintenance of the said building known as “AKSHARA APARTMENT”.
  - (b) To observe the rules framed from time to time by the Promoter/Developer or the Association.
  - (c) To use the said flat for 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 buildings or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, School, Coaching/Tuition Center, Club House, Nursing Home, amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever and the said covered car parking space for parking car only subject to the Rules and Regulations of the Promoter/Developer or Association.
  - (d) Not to sub-divide the said unit or any portion thereof.

- (e) To maintain or remain responsible for the structural stability of the said unit as well as the said building and not to do anything which has the effect of affecting the structural stability of the building.
- (f) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said unit and common areas and facilities of the said premises and proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposition on account thereof in the manner mentioned hereunder to the Promoter/Developer or the Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said unit and common areas and facilities of the building have been taken or not by the Purchaser. The said amounts shall be paid by the Allottee/Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Promoter/Developer or Association.
- (g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the building or in the said premises except the portion, if any which is separately kept.
- (h) Not to store or bring and allow to be stored in the said unit and in the said premises any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- (i) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in the said premises in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (j) Not to damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto or the building or the said premises.
- (k) 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 unit which in the opinion of the Promoter/Developer or the Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Developer or Association may affect the elevation in respect of the exterior walls of the said building.
- (l) Not to install grills the design of which have not been approved by the Promoter/Developer or the Architect or the Association.
- (m) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

- (n) Not to make in the said unit any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Promoter/Developer or the Association and with the sanction of the Kolkata Municipal Corporation and/or any concerned authority as and when required.
- (o) The Allottee/Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (p) To abide by such building Rules and Regulations as may be made by the Promoter/Developer or by the Association without raising any objection.

2. The Allottee/Purchaser doth hereby agree that:

- i) The right of the Allottee/Purchaser shall remain restricted to the said unit which however includes the rights to use and enjoy common areas and facilities of Akshara Apartments as mentioned under this agreement.
- ii) Subject to aforesaid rights as mentioned in Clause 2 (i) as aforesaid, the Allottee/Purchaser shall not have any right or claim in respect of the other portions of the said building or remaining portion of the land on which the proposed building will not be constructed.

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

**SIGNED AND DELIVERED** by the  
**OWNERS** represented by their

Constituted Attorney Omkar Devcon Properties Private Limited by virtue of the registered Development Agreement cum Development Power of Attorney dated 29<sup>th</sup> May, 2019 who is represented by Sri Arunagata Das at Kolkata in presence of :

**SIGNED AND DELIVERED** by the  
**ALLOTTEE/PURCHASER** at  
Kolkata in presence of :

**SIGNED        SEALED        AND**  
**DELIVERED**  
by the **PROMOTER/DEVELOPER**  
represented by Sri Arunagata Das, one of the Directors of the Promoter/Developer who is duly authorized by virtue of the Board Resolution dated 29<sup>th</sup> February, 2012 at Kolkata in the presence of :

**RECEIVED** from within named Allottee/Purchaser within sum of Rs. ....  
(Rupees .....) only as per Memo below:

**MEMO OF CONSIDERATION**

1.	Received by Cheque No. .... dated ..... drawn on ..... Bank, ..... Branch drawn in favour of the Promoter/Developer as and by way of part payment and consideration money amounting to	:	Rs .....
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2.	Amount deducted on account of TDS @ 1% on the part payment and consideration money paid to the Promoter/Developer.	:	Rs.
3.	Received by Cheque No. .... dated ..... drawn on ..... Bank, ..... Branch drawn in favour of the Promoter/Developer on account of GST payment on part payment and consideration money amounting to	:	Rs.
	<b>Total Amount</b>	<b>:</b>	<b>Rs.</b>

(Rupees ..... ) only

**WITNESSES:**

- 1.
- 2.

**Drafted by:**

**(D. MITRA),**  
Solicitor & Advocate,  
High Court, Calcutta.  
10, Old Post Office Street,  
Room No. 29, First Floor,  
Kolkata-700 001.  
Enrollment No. W/B/1348/1977  
Mobile: 9831462881 & 8337062881.

Arunagata Das - 13A, Ramesh Dutt Street, Kolkata-700006 - Agreement for Sale

\$

**DATED THIS                      DAY OF                      2024**

\$

**AMONGST**  
**SRI DILIP KUMAR ROY & ORS.**

..... OWNERS

AND

..... & ANR.

..... PURCHASER

AND

MESSRS OMKAR DEVCON

PROPERTIES PRIVATE LIMITED

..... DEVELOPER

AGREEMENT FOR SALE

MR. D. MITRA,  
SOLICITOR & ADVOCATE,  
ROOM NO. 29, FIRST FLOOR,  
10, OLD POST OFFICE STREET,  
KOLKATA-700 001.  
Mobile: 9831462881 & 8337062881