

## **AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### **By and Between**

**M/s. RAJ CONSTRUCTION**, a sole proprietorship firm, having its office at 1/40, Sahid Nagar, Kolkata-700 031, P.O. Dhakuria, P.S. Garfa, represented by its sole proprietor **SRI ALOKESH ROY, (PAN No. AEKPR 8370N)**, son of Late Amiya Kumar Roy, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P.O Dhakuria, P.S. Garfa, in the District of South 24-Parganas, hereinafter referred to as the "**DEVELOPER**"( which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors-in-interest/office and permitted assigns), of the **FIRST PART**

### **AND**

Mr./Mrs. \_\_\_\_\_ (PAN No. \_\_\_\_\_), son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the ALLOTTEE/PURCHASERS (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the SECOND PART. The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

### **DEFINITIONS:**

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

(a) "Act" means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);

(b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made d under the West Bengal Housing industry Regulation Act, 2017;

(c) "Regulations" means the Regulations made under the West Bengal Housing industry Regulation Act, 2017;

(d) "Section" means a section of the Act.

(e) Words defined in Schedule shall have the meaning mentioned therein.

### **WHEREAS:**

A. The Owners are the absolute and lawful owners of the property more fully described in the Part-I of the FIRST SCHEDULE hereto (the "SAID LAND"), which was purchased by the Developer as per the particulars of title of the Said Land as more fully described in the SECOND SCHEDULE hereto.

*For RAJ CONSTRUCTION*  
*Alokesh Roy*  
*PROPRIETOR*

B. The Owners had desired to and accordingly earmarked the Said Land for the purpose of building a Building/ Project “**ARADHANA**” (Building/ Project name) comprising of residential Said Units as also commercial units and also other spaces and common areas (the “BUILDING/ PROJECT”).

C. The Owners have entered into an agreement dated 06.12.2016, with the Developer for construction and development of the Building/ Project on the Said Land (the “DEVELOPMENT AGREEMENT”).

D. The Developer has made a scheme of constructing and developing the Building/ Project for construction of residential and self-contained commercial units capable of independent use and also the common areas for convenience and beneficial use of all the occupiers of the Building/ Project.

E. The common areas of the Building/ Project, inter alia, will have amenities and facilities, which are/would be earmarked and/or meant / to be meant to be used in common by all the occupants of the Building/ Project as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Building/ Project on the Said Land, as the case may be. The details of the common areas available for use in common by all the occupants of the Building/ Project are given in the THIRD SCHEDULE hereunder written (collectively the “COMMON AREAS”).

F. The Developer, in due course, are proposing to construct and/or build a building within the Building/ Project which is proposed to be used, as and when ready, as a club for use and enjoyment (on “pay by use” basis) of the occupants of flats/units within the Building/ Project and/or other/all further phases of the Building/ Project, as members of the such club and shall also be available for use of outsiders as outside members of such club. The Allottee shall be required to become a member of the club as and when called for by the Developer and would also be required to pay membership fee, security deposit and club user charges, as would be then applicable and as maybe so decided by the Developer.

G. The Developer has christened the Building/ Project to be known as “ARADHAN”.

H. The Developer, intends to build and/or construct \_\_\_\_ number of flats in \_\_\_\_ nos. of shops/commercial space and \_\_\_\_ number of car parking spaces in the said building.

I. The Developer caused a plan prepared by its architects for construction of said building and got the said plan sanctioned vide building plan no. **2018100260 dated 22.01.2019 from the Kolkata Municipal Corporation** (the “SAID PLAN”) and, inter alia, and shall take up construction and development of buildings of building with provisions for amenities and facilities to be used in common by the occupants of the Building/ Project, in due course.

J. The Developer has registered the Building/ Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on the \_\_\_\_ day of \_\_\_\_, under registration no. \_\_\_\_\_.

K. The Allottee has applied for allotment of an Said Unit in the said building under development vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Said Unit No. \_\_\_\_\_ having super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, on the \_\_\_\_\_ floor in the building (the "BUILDING") within the Building/ Project named "\_\_\_\_\_" along with \_\_\_\_\_ No of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No. \_\_\_\_\_, also along with balcony/Varandah admeasuring approximately \_\_\_\_\_square feet and along with Open Terrace \_\_\_\_\_having super built-up area of \_\_\_\_\_square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, which Common Areas is defined in the THIRD SCHEDULE hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Building/ Project. (morefully described in the FOURTH SCHEDULE hereunder written and collectively the "SAID UNIT") and a floor plan showing the Said Unit in "RED" border thereon is annexed hereto and marked as "ANNEXURE-A".

L. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.

M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Building/ Project including the Building/ Project to which this Agreement relates.

N. The Allottee has been made aware and has unconditionally agreed that the occupants of Said Units of the Building/ Project shall also have complete and unhindered access to all Common Areas, as morefully described in the THIRD SCHEDULE hereunder written as also to all amenities and facilities of the Building/ Project and/or the Building/ Project which are meant or allowed by the Developer for use and enjoyment by other parties, as the case may be.

O. 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;

P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the said Said Unit, as specified in Para "G" above in the manner mentioned below.

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

## 1. **TERMS**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as more fully described in the FOURTH SCHEDULE herein below.

1.2 The Total Price for the Said Unit based on carpet area of \_\_\_\_ sq. ft. as per the definition given in the Act, balcony/varandah area of \_\_\_\_ sq. ft., aggregating to a chargeable / super built-up area of \_\_\_\_ sq. ft. is Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) as per the details given in Part - I of the FIFTH SCHEDULE” hereunder written (the "TOTAL PRICE”)

1.3 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	<b>Flat/Unit Price:</b> Flat/Unit no. ____, Block no. ____, Floor ____		
	a) Cost of Said Unit Flat /unit		
	b) Cost of exclusive balcony or verandah areas		
	c) Cost of Open Terrace areas		
	d) covered/open car Parking Space		
	Sub-Total		
B.	<b>Other Charges:</b>		
	(a) Proportionate share of costs, security deposit, (light + fan) charges and expenses of Generator (only for light and fan) – (i) for 2BHK  (ii) for 3BHK	Rs. ____/- per KVA for (____ KVA  Rs. ____/- per KVA for (____ KVA	Rs. _____ (at actuals)  Rs. _____ (at actuals)
	(b) Proportionate share of installation of Transformer and electricity charges	calculated @ Rs. 40.00/- per sq. ft. (as per tentative estimation)	Rs. _____ (at actuals)
	(c) Proportionate Cost for setting up water filtration plant	Rs. 5/- (Rupees five) per sq. ft.	
	(d) Allottee’s Contribution for becoming member of the Association.		
	(e) Legal/documentation Charges per Said Unit Flat/Unit. Documentation		

	charges exclude registration / Registrar's  (i) for 2BHK  (ii) for 3BHK  commissioning charges, stamp duty and registration fees, payable extra by the Allottee	Rs.11,000/- (Rupees Eleven Thousand) only  Rs. 14,000/- (Rupees Fourteen Thousand) only	Rs._____ (at actuals)
	(f) Club Charges per Said Unit Flat/Unit calculated @ Rs. 75/- per sq. ft. + GST (payable when demanded by the Developer, upon the Club becoming ready for use)		Rs._____
	(g) Interest Free advance towards maintenance charges of the Common Areas for 12 months @ Rs. 1.50/- per Sq. ft. of the t chargeable/super built-up area of Flat/Unit allotted to the Allottee to be paid as per notice of possession.		Rs._____
	Sub-Total		Rs._____
C	Total GST (Goods and Service Tax)		Rs._____
D	Total Price ( A + B + C )		Rs._____

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

(a) Cost of Electric Meter;

(b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;

(c) Charges for mutation and separate assessment of the Said Unit/Flat/Unit's mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;

(d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and

(e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;

(f) Interest Free deposit for creation of Sinking Fund @ Rs. 10/- per sq. ft. of the Flat/Unit's chargeable/super built-up area.

1.3.2 The Interest Free advance towards Common Area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

1.3.3 The above-mentioned advance Common Area maintenance charges and deposit towards Sinking Fund may, if so decided, be taken by the Developer in the name of such body as maybe so constituted by the Developer.

1.3.4 The Total Price is subject to the following explanations:

(i) The Total Price above includes the total booking amount paid/to be paid by the Allottee to the Developer towards the Said Unit which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only, whichever is higher.

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Building/ Project and/or of the Building/ Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee . Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/reduced based on such change / modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Building/ Project, as per registration with the authority, which shall include the extension of registration, if any, granted to the said Building/ Project by the authority as per the Act, the same shall not be charged from the Allottee.

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount/instalments payable as stated in Part - II of the FIFTH SCHEDULE hereunder written (the "MANNER OF PAYMENT") and the Allottee shall make payment so demanded by the Developer within the time and in the manner specified therein. In this regard, it is agreed that in case of joint allottee, the payments made by the first allottee or the joint allottee, as the case may be, will be considered to be payments made equally by both of them and the first allottee or the joint allottee will not be entitled to claim disproportionate payments. In addition, the Developer shall, if required by the Allottee, provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective

(iv) The Total Price of Said Unit includes recovery of price of land, cost of construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lift, water line, exterior finishing with paint, tiles, doors, windows and plumbing, fire detection and fire-fighting equipment in the Common

Areas, maintenance deposits and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and/or the Building/ Project and or the Building/ Project to the extent applicable.

1.4 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, if any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, if any, from time to time till such time the Building/ Project is completed. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall also enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Building/ Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Building/ Project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.5 The Allottee shall make the payment as per the payment plan as mentioned in this Agreement.

1.6 It is agreed that the Developer shall not make any additions and alterations in the Said Unit and specifications and the nature of fixtures, fittings, amenities, facilities and club facilities as described herein in the SIXTH SCHEDULE hereunder (which shall be in conformity with the advertisement/prospectus. Etc. on the basis of which sale if effected) in respect of the Said Unit without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Developer may make such minor additions and alterations or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act on chargeable basis.

1.7 The Developer shall confirm to the Allottee the final chargeable/super built-up area of the Said Unit that has been allotted to the Allottee after the construction of the Building/ Project is complete and the occupancy certificate by the Architect (or such other certificate by whatever name called, issues by the competent authority) is granted by furnishing details of the changes, if any in the chargeable/super built-up area. The Total Price payable shall be recalculated upon confirmation by the Developer. If there is reduction in the chargeable / super built-up area beyond 3% of what has been agreed to hereunder, then, the Developer shall refund the excess money paid by the Allottee, as applicable. If there is any increase in the chargeable / super built-up area, which is not more than 3% (three percent) of the chargeable / super built-up area of the Said Unit Flat/Unit, allotted to the Allottee, as per the next milestone of the Manner of Payment as provide in the Part – II of the FIFTH SCHEDULE. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.

1.8 Subject to Para 10.3 below the Developer agrees and acknowledge, that the Allottee shall have the right to the Said Unit as mentioned below:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate by whatever name called, issued by the competent authority (for the entire Building/ Project) from the competent authority as provided in the Act;

(iii) The computation of the Total Price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, exterior finishing with paint, tiles, doors, windows, fire-detection and fire-fighting equipment in the Common Areas, maintenance charges as per Para 12 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Phase – I of the Building/ Project and/or within the Building/ Project;

(iv) The Allottee has the right to visit the Building/ Project site to access the extent of development of the Building/ Project and the Said Unit, as the case may be.

1.9 It is made clear by the Developer and the Allottee agrees that the Said Unit along with any /covered parking/adjoining open parking/open space etc., if any, allotted to the Allottee and as mentioned in the FOURTH SCHEDULE hereto, shall remain a single indivisible unit for all purposes. It is agreed that the Building/ Project is an independent self-contained Building/ Project covering a portion of the Said Land. It is clarified that the Building/ Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Building/ Project.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, for the Payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Building/ Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees, the Developer agrees to be liable, even after the transfer of the Said Unit, 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 therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Manner of Payment as provide in the Part – II of the FIFTH SCHEDULE as may be demanded by the



Developer within 10 days and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, not exceeding 15% (fifteen percent) per annum.

1.12 It is specifically agreed between the Parties hereto that apart from the Price/consideration of the Said Units to be received by the Developer, the payment of extras as more fully mentioned in Part – III of the FIFTH SCHEDULE hereto (the “EXTRAS”) as also deposits as more fully mentioned in Part - IV of the FIFTH SCHEDULE hereto (the “INTEREST FREE DEPOSITS”) shall also be made by the Allottee to the Developer only and all such payments towards the Extras shall be non-refundable and non-adjustable and all such payments towards the “Deposits” is to be handed over to the Association after adjustments / deductions from the Extras and Interest Free Deposits by the Developer, if any.

1.13 The Interest Free Deposits as mentioned in Part – IV of the FIFTH SCHEDULE hereto shall be held by the Developer till such time the maintenance and management of the Phase - I is handed over to the association of allottees and will be refunded to the said association after deducting payments due to the Developer.

1.14 Until full payment of Extras and Deposits are made by the Allottee to the Developer, the Developer shall be under no obligation to deliver possession of the Said Unit to the Allottee and that non-payment / delayed payment will be deemed to be a breach of this Agreement on the part of the Allottee and will entail obligation on the Allottee to pay interest for the delayed period besides exercise or other rights and remedies of the Developer against the Allottee.

1.15 The Deposits shall remain in deposit with the Developer on interest free non-refundable basis on the express condition and with irrevocable authority to the Developer that in the event of any default by the Allottee in making payment of any one or more of the expenses (for which Deposits are taken) within the due time/dates fixed/understood for payment of the same respectively and in the manner required to be paid, then the Developer and/or its nominee shall in their absolute discretion and without prejudice to other rights and remedies available to the Developer and/or the nominee of the Developer and without notice to or consent from the Allottee, the Developer and/or the nominee of the Developer shall be entitled to adjust and meet out of the said Deposits the amount/s under default and the Allottee shall pay and make up the said Deposits in full within 7 days from the date of receipt of information about such adjustment and meeting of unpaid liability.

1.16 Unless otherwise expressly mentioned, all the amounts specified in the preceding paragraphs including the amounts payable under the heading Extras and Deposits shall be paid to and deposited with the Developer by the Allottee before the Deemed Date Of Possession (i.e., the expiry of fifteen days from the date of issue of notice of possession by the Developer) or the actual date of possession whichever is earlier. In case of Deemed Possession, the Allottee shall not be entitled to claim/have actual possession before making payment of all of the Extras and Deposits and the Allottee do covenant with the Developer not to demand actual possession of the Said Unit before making full payment of all the Extras and Deposits besides the Total

Price. It is also agreed by the Purchaser that the Purchaser shall be liable to pay all taxes, outgoings, ground rent, local taxes, panchayat taxes, municipal taxes and all such other taxes payable on the Said Unit on and from the deemed date of possession mentioned herein.

1.17 In case the exact liability on all or any of the heads mentioned under the heading 'Extras and Deposits' cannot be quantified then the payment shall be made by the Allottee according to the Developer's estimates without objection and dispute BUT subject to subsequent accounting and settlement within a reasonable period.

1.18 Apportionment of liability of the Allottee in respect of any item of expenses towards Extras and Deposits shall be done by the Developer or the nominee of the Developer (as the case may be) and every such apportionment shall be final and binding on the Allottee.

1.19 The time for making payment of the amounts towards Extras and Deposits (besides the Total Price) is also, inter alia, the essence of this Agreement.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer within the stipulated time as mentioned in the Manner of Payment mentioned in Part-II of the FIFTH SCHEDULE hereto and shall also make the payment of "Extras and Deposits" also to Developer in the manner provided in this Agreement through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "M/s. RAJ CONSTRUCTION." payable at \_\_\_\_\_ Bank , \_\_\_\_\_ branch.

## **3. COMPLIANCE OF LAW RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the

Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Developer to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in the Allottee's name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### **5 TIME IS ESSENCE:**

The Developer shall abide by the time schedule for completing the Building/ Project as disclosed at the time of registration of the Building/ Project with the Authority and towards handing over the Said Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said Building/ Project, however, will be handed over only upon the completion of the Building/ Project in due course of time.

#### **6 CONSTRUCTION OF THE BUILDING/ PROJECT/SAID UNIT:**

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

#### **7 POSSESSION OF THE SAID UNIT:**

**7.1** Schedule for possession of the said [Apartment/Plot] – The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_ 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 condition then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot].

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

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority, shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take Possession of [Apartment/Plot]** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

**7.4 Possession of the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee 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 shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1;

**OR**

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

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

## **8 REPRESENTATION AND WARRANTIES OF THE DEVELOPERS:**

The Developer hereby represent and warrant to the Allottee as follows:

- (I) The Developer have absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Building/ Project;
- (II) The Developer have lawful rights of development of Said Land in the manner agreed in the Said Agreement and the Developer have the requisite approvals from the competent Authorities to carry out development of the Building/ Project;
- (III) There are no encumbrances upon the Said Land or on the Building/ Project.
- (IV) There are no litigations pending before any Court of law or Authority with respect to the Said Land, and/or the Building/ Project and/or the Said Unit.
- (V) All approvals, licenses and permits issued by the competent authorities with respect to the Building/ Project, Said Land and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the the Building/ Project, Said Land, Said Unit and Common Areas;
- (VI) The Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (VII) The Developer have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Building/ Project and/or the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- (VIII) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement.
- (IX) At the time of execution of the conveyance deed the Developer or earlier as may be so agreed, as the case may be, shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Developer collectively will hand over the possession and convey the Common Areas or undivided share thereof, as the case may be to the association of allottees.
- (X) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (XI) The Developer have 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 Building/ Project to the competent authorities till the possession of the Said Unit or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the SIXTH SCHEDULE hereto) has been handed over to the Allottee and/or the association of allottees, as the case may be.
- (XII) No adverse notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Developer or any of them in respect of the Said Land and/or the Phase - I.

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

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

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

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

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

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

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

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

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

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

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

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

#### 11. **MAINTENANCE OF THE SAID UNIT/ BUILDING/ PROJECT:**

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

#### 12. **DEFECT LIABILITY :**

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

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

The Promoter /maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 :**

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

15. **COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], 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/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/Plot].

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



**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of the Said Unit with full knowledge of all laws, rules, regulations, and notifications applicable to the Building/ Project.

**17. ADDITIONAL CONSTRUCTION**

The Developer undertakes that it has the right to make additions or to put up additional structure(s) anywhere in the Building/ Project after the building plan, layout plan, sanction plan, and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in this Act.

**18. DEVELOPERS SHALL NOT MORTGAGE OR CREATE CHARGE:**

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

**19. APARTMENT OWNERSHIP ACT**

The Developer have assured the Allottee that the Building/ Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Developer has duly complied with and/or will comply with all such laws/regulations as applicable.

**20. BINDING EFFECT:**

Forwarding of this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, (if so directed by Developer) appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt of this Agreement (in duplicate) by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 Unit/ the Building/ Project, 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 Said Unit and the Building/ Project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

24. **WAIVER NOT LIMITATION TO ENFORCE:**

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

b. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce hand 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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 has to make any payment, in common with other allottee(s) in the Building/ Project, the same shall be the proportion which the super built-up area of the Said Unit bears to the total super built-up area of all the units in the Phase - I.

**27. FURTHER ASSURANCES:**

The Parties agree that they shall execute, acknowledge and deliver to the others 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 Developer through their respective authorized signatory, who is the Vendor of the Said Unit, at the Developer' Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Developer. Simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

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

\_\_\_\_\_ (Name of the Allottee)

\_\_\_\_\_ (Allottee Address)

M/s. \_\_\_\_\_ (- **M/s. RAJ CONSTRUCTION**)

\_\_\_\_\_ (at 1/40, Sahid Nagar, Kolkata-700 031, P.O.

Dhakuria, P.S. Garfa)

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Unit, prior to the execution and registration of this Agreement for Sale for the Said Unit, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the rules or the regulations made there under.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**Disclosure:** There are other terms and conditions mentioned bellow.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(“SAID LAND”)**

**ALL THAT** piece and parcel of homestead land measuring 7 Cottahs 15 Chittaks 10 Square feet be the same a little more or less lying and situated at Mouza - Dhakuria, J. L. No. 18, in E. P. No. 130, S. P. No. 384, in C. S. Plot No. 1557(P), District Collectorate Touzi No.230/233, R.S. No. 5, Pargana Khaspur, appertaining to R. S. Khatian No. 105, comprising part of R. S. Dag No. 1557, P.S. Garfa, Sub-Registration office at Sealdah, now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, being known as Municipal Premises No. 32/1, K. P. Roy Lane, Kolkata - 700031, in the District of formerly 24 Parganas at present South 24-Parganas, together with all right of easement belonging and appurtenant thereto which is butted and bounded in the manner following :

On the **North** : By Prince Anwar Shah Road Connector ;

On the **South** : By 6'-0" wide Road ;

On the **East** : By 7'-6" wide 'Road ;

On the **West** : By 3'-7" wide Road and partly Colony Boundary.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(“Devolution of Title”)**

**WHEREAS** by an indenture written in Bengali language dated 29.06.1955, the erstwhile owner, Sri Jadab Lal Chakraborty son of Late Gopal Chandra Chakraborty, being vendor therein, against valuable consideration mentioned therein, sold,

granted, assured, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 2 (Two) Cottahs 3 (Three) Chittacks 10 (Ten) Sq. ft together with kuccha structure therein together with all right of easement on the 6'-0" wide common passage on the South and 3'-0" wide common passage on the East being norther portion of Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Sadar Tollygunge, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, C. S. Dag No. 1557 recorded in C. S. Khatian No. 105 within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation, unto and to the use of Sri Sibendra Nath Bhattacharya, being the Purchaser therein and handed over physically vacant peaceful possession of the same to him forever free from all encumbrance whatsoever. The said Indenture dated 29.06.1955 was duly registered at the office of the Sub Registrar Alipore Sadar, District 24 Parganas and recorded in Book No. I, Volume No. 80 from Pages – 249 to 254 as Being No. 4941 for the year 1955.

**AND WHEREAS** by an indenture written in Bengali language dated 25.09.1961, the erstwhile owner, Sri Paritosh Kumar Bandopadhyay, son of Late Nirmal Chandra Bandopadhyay, being vendor therein, against valuable consideration mentioned therein, sold, granted, assured, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 3 (Three) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft together with structure therein together with all right of easement on 3'-0" wide common passage on the East being northern portion of Pre. No. 32/1/1, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Sadar Tollygunge, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, C. S. Dag No. 1557 recorded in C. S. Khatian No. 105 within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation, unto and to the use of Sri Sibendra Nath Bhattacharya, being the Purchaser therein and handed over physically vacant peaceful possession of the same to him forever free from all encumbrance whatsoever. The said Indenture dated 29.06.2016 was duly registered at the office of the Sub Registrar Alipore Sadar, District 24 Parganas and recorded in Book No. I, Volume No. 140 from Pages – 136 to 142 as Being No. 7803 for the year 1961.

**AND WHEREAS** while seized and possessed of the aforesaid two adjoining properties separated by a 3'-0" wide common passage in between them, said Sibendra Nath

Bhattacharya mutated his name in the records of the competent authorities and started paying the rates, taxes and other outgoings to the competent authorities regularly and punctually in fee simple and exercised his right of absolute ownership of the properties free from all encumbrances whatsoever.

**AND WHEREAS** said Sibendra Nath Bhattacharya died intestate on 09.08.1975 leaving behind him surviving as his legal heirs – [1] Smt Bipadtarini Bhattacharya (Widow), (2) Sri Tarunendu Bhattacharya (Son), (3) Sri Tapan Jyoti Bhattacharya (Son), (4) Smt Jaya Bhattacharya (Daughter) and (5) Miss Maya Bhattacharya (Daughter), who inherited the aforesaid properties jointly each having equal undivided share as per the provisions of the Hindu Succession Act, 1956.

**AND WHEREAS** said Bipadtarini Bhattacharya died intestate on 25.05.1999 leaving behind her surviving as her legal heirs – (1) Sri Tarunendu Bhattacharya (Son), (2) Sri Tapan Jyoti Bhattacharya (Son), (3) Smt Jaya Bhattacharya (Daughter) and (4) Smt Maya Bhattacharya (Daughter), who inherited the undivided 1/5<sup>th</sup> share of their demised mother in the aforesaid properties jointly each having equal undivided share as per the provisions of the Hindu Succession Act, 1956.

**AND WHEREAS** said Maya Bhattacharya who was a bachelor died intestate on 03.06.2009 leaving behind her surviving as her legal heirs – two brothers namely (1) Sri Tarunendu Bhattacharya, (2) Sri Tapan Jyoti Bhattacharya and one sister namely (3) Smt Jaya Bhattacharya, who inherited the undivided 1/4<sup>th</sup> share of their demised sister in the aforesaid properties jointly each having equal undivided share as per the provisions of the Hindu Succession Act, 1956.

**AND WHEREAS** thus in the manner stated above, said Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya became seized and possessed of or otherwise well and sufficiently entitled to as the absolute joint owners each having undivided 1/3<sup>rd</sup> share in the aforesaid two properties and subsequently mutated their respective names in the records of the competent authorities and the two adjoining properties were amalgamated into a single premises and renumbered as KMC Pre. No. 32/1, K. P. Roy Lane, Kolkata – 700 031 having total land area measuring more or less 5 (Five) Cottahs 3 (Three) Chittacks and 10 Sq. fts and they thereafter jointly started paying the rates, taxes and other outgoings to the competent authorities regularly and punctually in fee simple and exercised their joint right of absolute ownership of the amalgamated property free from all encumbrances whatsoever.

**AND ALSO, WHEREAS** after partition of India a large number of residents of former East Pakistan, now known as Bangladesh, crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

**AND WHEREAS** the Government of West Bengal (hereinafter referred to as the Government) offered all reasonable facilities to such persons (hereinafter referred to as the "Refugees") for residence of West Bengal.

**AND WHEREAS** a considerable number of such people were compelled by circumstances to use vacant land in the urban areas for homestead purpose.

**AND WHEREAS** one Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased), as a refugee displaced from East Pakistan now Bangladesh, was a such refugee who had come to use and occupy a piece of land measuring 2 (Two) cottahs 12 (twelve) chittaks be the same a little more or less in E.P. No. 130, S.P. No.384, C.S. Plot No. 1557(P), in Mouja -Dhakuria, J.L.No.18, under P.S.-Kasba, S.R.O. Alipore, within the limits of the Kolkata Municipal Corporation Ward No.-77, District South 24- Parganas, for her rehabilitation.

**AND WHEREAS** said Nirupama Chakraborty during her possession of the aforesaid property made and published her last Will and Testament on 19.09.1974, wherein she bequeathed her aforesaid property in favour of her Nephew –Sri Gautam Chaudhuri and Neice – Sipra Chakraborty as legatee and appointed her younger brother – Sri Santosh Kumar Chaudhuri as Executor of the said Will, which was duly registered at District Registrar at Alipore, South 24 Parganas and was recorded in Book No. III, Volume No.-8, Pages No. 34 to 36 as Being No. 142 for the year 1974.

**AND WHEREAS** by virtue of a registered Deed of Gift dated 20.04.1989, the Governor on behalf of the Government of West Bengal donated and/or gifted the said **ALL THAT** piece and parcel of homestead land measuring 2 (Two) cottahs 12 (twelve) chittaks be the same a little more or less in E.P. No. 130, S.P. No.384, C.S. Plot No. 1557 (P), in Mouja -Dhakuria, J.L.No.18, under P.S.-Kasba, S.R.O. Alipore, within the limits of the Kolkata Municipal Corporation Ward No.-77, District South 24-Parganas, together with all ways paths passages, easement, privileges, appendages and appurtenances whatsoever with all easements thereto and therein unto and to the use of said Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased). The said Deed of Gift was registered at the office of the Additional District Registrar at Alipore, South 24 Parganas on the 20th day of April, 1989 and was

recorded in Book No. I, Volume No.-32, Pages No. 197 to 200 as Being No. 2375 for the year 1989. And **TO HAVE AND TO HOLD** the said land hereditaments and premises thereby given, granted and transferred unto and to the use of the said Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased), therein forever subject to the condition that the said Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased), shall have no right to alienate or transfer the said plot of land in any manner within a period of ten years from the date of gift as aforesaid without obtaining prior permission of the Government of West Bengal hereinafter referred to as the 'Principal Deed'.

**AND WHEREAS** after demise of said Nirupama Chakraborty on 13.08.1991, the said Executor – Sri Santosh Kumar Chaudhuri also died on 18.05.1996 before obtaining the Probate of the Last Will of Late Nirupama Chakraborty.

**AND WHEREAS** the beneficiaries thereafter jointly applied for grant of Letters of Administration of the last Will of Late Nirupama Chakraborty before the Learned Court of District Delegate at Alipore under Act 39 Case No. 201 of 2004 (L.A), which was granted by the Learned Court on the 5<sup>th</sup> of October, 2005 in favour of the joint applicants – Sri Gautam Chaudhuri and Smt Sipra Chakraborty.

**AND WHEREAS** by virtue of the said Letters of Administration, said Sri Gautam Chaudhuri and Smt Sipra Chakraborty became seized and possessed of or otherwise well and sufficiently entitled to as absolute lawful joint owners of ALL THAT piece and parcel of land measuring more or less 2 (Two) cottahs 12 (twelve) chittaks together with structure therein at and being Pre. No. 32B, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Kasba, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, E.P. No. 130, S.P. No.384 under C. S. Dag No. 1557(P) within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation and were enjoying the said property without any interruption from any person or persons free from all encumbrances.

**AND WHEREAS** while seized and possessed of the aforesaid property jointly as absolute owners, by a registered Deed of Conveyance dated 07.08.2006, said Sri Gautam Chaudhuri and Smt Sipra Chakraborty, being vendors therein, against valuable consideration mentioned therein, sold, granted, assured, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 2 (Two) cottahs 12 (twelve) chittaks together with structure therein at and being being Pre.



No. 32B, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Kasba, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, E.P. No. 130, S.P. No.384 under C. S. Dag No. 1557(P) within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation, unto and to the use of Sri Alokesh Roy, son of Late Amiya Kumar Roy, being the Purchaser therein and handed over physically vacant peaceful possession of the same to him forever free from all encumbrance whatsoever. The said Deed of Conveyance dated 07.08.2006 was duly registered at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, Volume No. 21 from Pages – 410 to 429 as Being No. 8418 for the year 2006.

**AND WHEREAS** as the Premises No. 32/1, K. P. Roy Lane, Kolkata – 700 031 under the joint ownership of Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya and Premises No. 32B, K. P. Roy Lane, Kolkata – 700 031 under the absolute ownership of Sri Alokesh Roy, were adjoining and contiguous to each other, the respective owners decided to amalgamate the two adjoining contiguous plots in a single plot by exchanging ownership of 50% of the either plots among each other.

**AND WHEREAS** by a registered Deed of Amalgamation dated 21.04.2015, between Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya collectively as the First Part therein and Sri Alokesh Roy, being the Second Part therein for the purpose of amalgamation of their respective properties into a single plot of land, mutually exchanged, gifted, transferred and conveyed their respective undivided 50% share of lands of Premises No. 32/1, K. P. Roy Lane, Kolkata – 700 031 and Premises No. 32B, K. P. Roy Lane, Kolkata – 700 031 among each other. The said Deed of Amalgamation was duly registered at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 7 from Pages – 5551 to 5568 as Being No. 02959 for the year 2015.

**AND WHEREAS** by virtue of the aforesaid Deed of Amalgamation dated 21.04.2015, the aforesaid two contiguous plots were amalgamated in a single plot of land measuring more or less 7 (Seven) Cottahs 15 (Fifteen) Chittacks 10 (Ten) Sq. Ft and was renumbered as KMC Pre. No. 32/1, K. P. Roy Lane, Kolkata – 700 031 now within the municipal limits of Ward No. 92 of the Kolkata Municipal Corporation, Assessee No. 21-092-14-0126-7, wherein Sri Tarunendu Bhattacharya is now having

undivided 1/6<sup>th</sup> share, Sri Tapan Jyoti Bhattacharya is now having undivided 1/6<sup>th</sup> share, Smt Jaya Bhattacharya is now having undivided 1/6<sup>th</sup> share and Sri Alokesh Roy is now having undivided ½ (Half) share of the aforesaid land.

**AND WHEREAS** said Sri Alokesh Roy is a builder cum developer of real estate properties carrying on his proprietorship business in the name and style as **M/s. RAJ CONSTRUCTION**, having its office at 1/40, Sahid Nagar, P.O. Dhakuria, P.S. Garfa, Kolkata-700 031 and is also owner of undivided ½ (half) share of ALL THAT piece and parcel of land measuring more or less 7 (Seven) Cottahs 15 (Fifteen) Chittacks 10 (Ten) Sq. Ft at and being Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031, being approached by the other co-owners for developing the aforesaid property agreed to develop the aforesaid property for better residential comforts and also for mutual benefits and entered into an Agreement for Development on 06.12.2016 with the other co-owners namely Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya, who are collectively having undivided ½ (Half) share of the aforesaid property. The said Agreement for Development on 06.12.2016 having some agreed terms, conditions and stipulations including their respective allocations was duly registered on the 12<sup>th</sup> of December, 2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 165310 to 165355 as Being No. 160305650 for the year 2016. Simultaneously, Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya also signed, executed and registered a Development Power of Attorney on the 9<sup>th</sup> of December, 2016 appointing, nominating and constituting Sri Alokesh Roy proprietor of **M/s. RAJ CONSTRUCTION**, having its office at 1/40, Sahid Nagar, P.O. Dhakuria, P.S. Garfa, Kolkata-700 031 to effective do or cause to be done all acts, deed, things and matters necessary for the development of the aforesaid property. The said Development Power of Attorney dated 09.12.2016 was duly registered on the 9<sup>th</sup> of December, 2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 167577 to 167591 as Being No. 160305743 for the year 2016.

**AND WHEREAS** the developer thereafter at his own cost and responsibility prepared, submitted and obtained a proposed building plan sanctioned from the Kolkata Municipal Corporation for a ground plus four storied building and is under construction, the work of construction of multi storied building as per the sanctioned plan and or proposed ground plus five storied building to be sanctioned or revised sanctioned plan from the competent authority shall be carried out at his own and responsibility of the Developer herein.

**AND WHEREAS** after the registration of the Agreement for Development on 06.12.2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 165310 to 165355 as Being No. 160305650 for the year 2016 and Development Power of Attorney dated 09.12.2016 registered on the 9<sup>th</sup> of December, 2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 167577 to 167591 as Being No. 160305743 for the year 2016 followed by obtainment of the proposed building plan sanctioned by the Kolkata Municipal Corporation authorities vide **Building Permit No. 2018100260 dated 22.01.2019** for carrying out the work of construction of a multi storied building as per the sanctioned plan, it was found that the Owner No. 4 in the said Agreement for Development dated 06.12.2016 was not provided any constructed area or monetary sum as his allocation by mistake in Page No. 11 in Term No. 8 termed as “Owners allocation” and also in Page No. 15 under Article –IV termed as “Consideration” and lastly in Page Nos 30 & 31 under Second Schedule termed as **“Owners’ allocation”**, which needs to be corrected or rectified for future ambiguity, inconvenience or misunderstanding between the parties.

**AND WHEREAS** as per the land areas owned by the respective owners **prior to the amalgamation** vide a registered Deed of Amalgamation dated 21.04.2015, between Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya collectively as the First Part therein and Sri Alokesh Roy being the Second Part therein for the purpose of amalgamation of their respective properties into a single plot of land, the proportion of land held was as follows:-

- (1) Sri Tarunendu Bhattacharya – undivided 1/3<sup>rd</sup> share of 5 Cottah -3 Chittack -10 Sft= 1248.33Sft.
- (2) Sri Tapan Jyoti Bhattacharya– undivided 1/3<sup>rd</sup> share of 5 Cottah -3 Chittack -10 Sft= 1248.33Sft.
- (3) Smt Jaya Bhattacharya – undivided 1/3<sup>rd</sup> share of 5 Cottah -3 Chittack -10 Sft= 1248.33Sft.
- (4) Sri Alokesh Roy – 100% of 2 Co – 12 Ch = 1980 Sq.ft.

**AND WHEREAS** thereafter as per the land areas owned by the respective owners **after the amalgamation** vide a registered Deed of Amalgamation dated 21.04.2015, between Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya collectively as the First Part therein and Sri Alokesh Roy being the

Second Part therein for the purpose of amalgamation of their respective properties into a single plot of land, the proportion of land held was as follows: -

- (1) Sri Tarunendu Bhattacharya – undivided 1/6<sup>th</sup> share of 7 Cottah -15 Chittack -10 Sft= 954.166Sft. more or less.
- (2) Sri Tapan Jyoti Bhattacharya– undivided 1/6<sup>th</sup> share of 7 Cottah -15 Chittack -10 Sft= 954.166Sft. more or less.
- (3) Smt Jaya Bhattacharya – undivided 1/6<sup>th</sup> share of 7 Cottah-15 Chittack -10 Sft= 954.167Sft. more or less.
- (4) Sri Alokesh Roy – undivided ½ share of 7 Cottah-15 Chittack -10 Sft= 2862.5Sft. more or less.

**AND WHEREAS** as per the registered Agreement for Development dated 06.12.2016, the Owners therein leaving behind Sri Alokesh Roy as Owner No. 4 were allotted the following allocations: -

- (1) Sri Tarunendu Bhattacharya – Owner No.1 – In lieu of the value of his respective undivided share of aforesaid amalgamated plot of land, he was allotted with a flat measuring more or less 885 Sft of built up area on the South Eastern side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with one covered car parking space measuring 120 Square feet more or less at suitable location on the ground floor including proportionate share in common facilities, utilities and amenities of the proposed ground plus four storied building along with monetary consideration mentioned therein.
- (2) Sri Tapan Jyoti Bhattacharya – Owner No.2 – In lieu of the value of his respective undivided share of aforesaid amalgamated plot of land, he was allotted with a flat measuring more or less 885 Sft of built up area on the North side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with one covered car parking space measuring 120 Square feet more or less at suitable location on the ground floor including proportionate share in common facilities, utilities and amenities of the proposed ground plus four storied building along with monetary consideration mentioned therein.
- (3) Smt Jaya Bhattacharya – Owner No.3 – In lieu of the value of her respective undivided share of aforesaid amalgamated plot of land, she was allotted with a flat measuring more or less 885 Sft of built up area on the North side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining

room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with one covered car parking space measuring 120 Square feet more or less at suitable location on the ground floor including proportionate share in common facilities, utilities and amenities of the proposed ground plus four storied building along with monetary consideration mentioned therein.

**AND WHEREAS** during the pendency of the construction works, one of the owner namely Smt Jaya Bhattacharya died intestate 19.10.2019, and her husband Manindra Bhattacharya @ Manish Bhattacharya died long ago leaving behind her surviving legal heirs only son namely **Manash Bhattacharya** and two married daughter namely **Soma Bhattacharjya** and **Rheema Bhattacharya (JOINTLY 3A,3B, and 3C herein)** as her only legal heirs and successors inherited the aforesaid property under the provision of the Hindu Succession Act 1956.

**AND WHEREAS** by way of a **registered Supplementary Agreement for Development with Development Power of Attorney dated 16.01.2020**, the parties have amended and modified the owners' allocation as ALL THAT (i) one flat measuring more or less 885 Sft of built up area on the South Eastern side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (ii) one flat measuring more or less 885 Sft of built up area on the North side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (iii) one flat measuring more or less 885 Sft of built up area on the North side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (iv) one flat measuring 885 Sft of built up area on the North side of Fourth Floor, consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (v) one flat measuring more or less 885 Sft of built up area on the South Eastern side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (vi) one flat measuring more or less 885 Sft of built up area on the South side of Fourth Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony and also six covered car parking spaces each measuring 120 Square feet more or less at suitable location on the ground floor including undivided proportionate share of land together with right of using common areas, facilities,

utilities and amenities of the proposed ground plus four storied building as agreed earlier vide agreement for development dated 06.12.2016. The said **Supplementary Agreement for Development** with Development Power of Attorney **dated 16.01.2020** has been duly registered at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore recorded in Book No. I as Being No. **160300137 for the year 2020.**

**AND WHEREAS** thus by virtue of the aforesaid Agreement for Development on 06.12.2016 and the **Supplementary Agreement for Development dated 16.01.2020**, now said **Sri Tarunendu Bhattacharya** got entitled to undivided **1/6<sup>th</sup> share**, **Sri Tapan Jyoti Bhattacharya** got entitled to undivided **1/6<sup>th</sup> share**, **Soma Bhattacharjya, Rheema Bhattacharya and Manash Bhattacharya jointly** got entitled to undivided **1/6<sup>th</sup> share**, and **Shri Alokesh Roy** got entitled to undivided **1/2 share** of **ALL THAT (i)** one flat measuring more or less 885 Sft of built up area on the South Eastern side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(ii)** one flat measuring more or less 885 Sft of built up area on the North side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(iii)** one flat measuring more or less 885 Sft of built up area on the North side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(iv)** one flat measuring 885 Sft of built up area on the North side of Fourth Floor, consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(v)** one flat measuring more or less 885 Sft of built up area on the South Eastern side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(vi)** one flat measuring more or less 885 Sft of built up area on the South side of Fourth Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with six covered car parking spaces each measuring 120 Square feet more or less at suitable location on the ground floor including undivided proportionate share of land together with right of using common areas, facilities, utilities and amenities of the proposed ground plus four storied building as agreed earlier vide agreement for development dated 06.12.2016 under construction on the land measuring more or less 07 (Seven) Cottahs 15 (Fifteen) Chittacks and 10 (Ten) Sq.ft at and being Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the

District South 24 Parganas, Police Station – Kasba, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, C.S.Dag No. 1557(P), C. S. Khatian No. 105, within the municipal limits of Ward No. 92 of the Kolkata Municipal Corporation, Assessee No. 21-092-14-0126-7.

**AND WHEREAS** thereafter on **16.01.2020** between the owners therein duly executed Partition deed which was duly registered in the office of the DSR-III, Alipore, South 24 Parganas, and recorded in Book No.I, Page from 6268 to 6322 being Deed 160300141 for the year 2020 and by the Deed of Partition owner no.4 namely **SRI ALOKESH ROY** Allotted **ALL THAT (i)** oneself contained and habitable flat measuring **885 Sft of built up area on the North side of Fourth Floor**, consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(ii)** oneself contained and habitable flat measuring more or less **885 Sft of built up area on the South Eastern side of Third Floor** consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(iii)** oneself contained and habitable flat measuring more or less **885 Sft of built up area on the South side of Fourth Floor** consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with **3 (Three) covered car parking spaces each measuring 120 Square feet** more or less at suitable location on the ground floor including undivided proportionate share of land together with right of using common areas, facilities, utilities and amenities of the proposed multi storied building under process of construction on the land measuring more or less 07 (Seven) Cottahs 15 (Fifteen) Chittacks and 10 (Ten) Sq.ft at and lying and situated being **Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031**, P.S.-Kasba now Garfa, within the District South 24 Parganas.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(“Common Areas”)**

ALL THAT the common areas, facilities, amenities and/or the portions of the Building/ Project, which will be earmarked/meant by the Developer for beneficial common use and enjoyment of the Allottee/occupants of the buildings of the Building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(“Said Unit”)

**ALL THAT** the flat /Unit no. \_\_, having carpet area of \_\_\_ sq. ft. as per the definition given in the Act, balcony/varandah area \_\_\_ sq. ft. aggregating to a chargeable area of \_\_\_ sq. ft. and together with \_\_\_ nos. of open/covered car parking space situated on the ground floor, all situated within the Building/ Project/Building and delineated on the plan annexed hereto and bordered in colour "RED" thereon on the plan annexed being Annexure-A hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the Building/ Project **AND TOGETHER WITH** rights appurtenant thereto

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(PART – I)

(“Total Price”)

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the Said Unit to be paid by the Allottee to the Developer in the manner as mentioned in Part – II below:

(PART – II)

(Manner of Payment)

Payment Schedule Percentage of total payment to be made

Sl. No.	Phase of Payment	Amount (in INR)
01.	Money paid with Application	51000.00
02.	On or before execution of this Agreement Booking Amount	20%
03.	On completion of foundation	10%
04.	On completion of Grd floor casting	10%
05.	On completion of 1st floor casting	10%
06.	On completion of 2nd floor casting	10%
07.	On completion of 3rd floor casting	10%
08.	On completion of 4th floor casting	10%
09.	On completion of brickwork of unit	10%
10.	On completion of flooring	5%
11.	On completion of handing over the flat	5%
	<b>T o t a l :</b>	<b>100%</b>



**(PART – III)**

**(“Extras”)**

- (i) All costs, charges and expenses for making any addition or alteration or providing at the request of the Allottee any additional facility or utility in or relating to the Said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional extra common facility or- utility to the owners of flats/shops/saleable spaces in the Building/Project in addition to those mentioned herein payable before the work is commenced by the Allottee. It being clarified that if by reason of such additional work any delay shall be caused in completion of the construction of the Unit/Common Areas ultimately resulting in any delay in delivering possession of the Said Unit by the Developer to the Allottee, the Developer shall not be liable for any interest/damages/compensation etc. if any suffered, to the Allottee AND the time for delivery of possession in such event shall, if so extended, till the date of delivery of possession of the completed Said Unit by the Developer to the Allottee.
- (ii) Betterment fees, development charges and other levies, taxes, duties, and statutory liabilities that may be charged on the Said Land or the Said Unit or on the transfer thereof or the construction thereof partially or wholly as the case may be and the same shall be paid by the Allottee within 7 days of the demand in that behalf made by the Developer.
- (iii) The Allottee shall also pay to the Developer the following;
- (a) Proportionate share of costs charges and expenses for consulting, obtaining, installation of Transformer (in any installation) with allied equipment, switches accessories and materials calculated at the Estimated rate of Rs. 40 /- (Rupees Forty) only or on Actuals as certified by Developer per square foot of the super built-up area of the Said Unit."
- (b) Cost of generator and its installation charges together with its fixtures and fittings. Tentative/ Estimated Rs. 30.00 per sq. ft. or on Actuals as certified by Developer (if applicable).
- (c) Costs for providing MS Grill for the Windows at actual, if required.
- (d) Proportionate reimbursement of the insurance premium payable for the building/Building/ Project.
- (e) GST as applicable and other similar levy as would be payable and applicable.
- (f) In case of any deviation / or changes to be made in the Said Unit, the penalty payable to the authorities will also be payable as may be so demanded by the authorities.
- (g) Legal/documentation Charges @ Rs. 11,000/- for the 2BHK Unit or Rs 14000.00 for 3BHK per Unit.
- (h) Towards cost of water filtration plant @ Rs. 5.00 per sq. Ft (if applicable).
- (i) Stamp Duty/Registration Charges/Incidental Expenses.
- (j) Any other expenses on this account as may be so applicable and/or so mutually agreed.

**(PART – IV)**  
**(“Interest free Deposit”)**

(On the basis of per square feet of super built-up area of the Said Unit)

1. Deposits towards Municipal and other Rates and Taxes and outgoings @ Rs. 10.00

2. Towards Maintenance Deposit Charges of Flat @ Rs.1.50/- per sq. ft for 12 months. As

described herein

3. Deposit for Corpus fund @ Rs. 10.00/- (Rupees Ten only).

Notes: 1. The Extra charges and the deposits will be payable within 15 days or from the date of

such demand by the Developer in the manner as the Developer so decides.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(“Specifications, Amenities and Facilities”)**

**STRUCTURE** : RCC Framed Structure.

**FLOORS**: Tiles

**DOOR**: Quality Wooden Frames and Solid Core Flush Shutters, Decorative Main Door Shutters.

**WINDOWS**: Aluminium sliding Windows.

**STAIR CASE**: Stone Finished.

**KITCHEN**: Kitchen top Granite and Ceramic Tiles above 2 ft. of working platform with Stainless Steel Sink.

**TOILET**: Ceramic Tiles, Dado upto 6 feet height, Provision for Hot & Cold Water Supply System, European Style WC elegant C.P. fittings of Marc or Equivalent Sanitary ware: Cera/ Equivalent Make.

**INTERIOR FINISH**: Smooth Finish Plaster of Paris on Walls.

**OUTER FINISH**: Cement Plastered painted with durable weatherproof Paint.

**ELECTRICAL**: Copper Wire in concealed conduits. Sufficient Light, Fan, Plug point in all Bed Rooms, in Living and dining rooms.

**LIFT**: Kone or equivalent make.

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways,
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,
3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Tube-well, if any,
5. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
6. Transformer if any, Electric Wiring, Motor and Fittings,
7. Drainage and Sewers including Main Holes, Septic Tank etc.
8. Pump House,
9. Fire Fighting System as stipulated by Fire Directorate, Govt. of West Bengal including Water Tank if any.
10. Letter Boxes,
11. Boundary Walls and Main Gates,
12. Intercom Systems,
13. Portion of the roof comprising of overhead water reservoir and lift machine room,
14. Water Filtration Plant at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata,
15. Generator in the Complex at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.
16. Such other Common Parts Areas Equipment's Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Developer for different purposes. The Developer shall be entitled to assign and/or transfer the open side spaces by way of four wheeler or two wheeler parking spaces and the Purchaser undertakes not to object to the same.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**("RESTRICTIONS AND OTHER OBLIGATIONS")**

As from the date of possession of the Said Unit, the Purchaser agrees and covenants:

- (i) To co-operate with the Developer, Maintenance Company and/or Association in the management and maintenance of the said building;
- (ii) To observe the rules or regulations framed from time to time by the Developer, Maintenance Company and/or Association in respect of the said premises and/or the Building;

- (iii) To allow the authorized representatives of the Developer and/or Maintenance Company and/or Association with or without workmen to enter into the Said Unit for the purpose of maintenance and repairs;
- (iv) To pay the charges of the electricity and other utilities in or relating to the Said Unit wholly for the Said Unit and proportionately in relating to the common parts;
- (v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;
- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit or in the said building and /or compound or in any portion of the building or in the common parts save at the places indicated therefore;
- (vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the Said Unit or in the common areas and not to block any common areas and not to block any common area of the building in any manner;
- (viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any unit;
- (ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
- (x) Not to fix or install air conditioner/s in the Said Unit save and except at the place/s which have specified in the Said Unit for the same;
- (xi) 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 affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or adjacent to the Said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (xii) 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;
- (xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exported walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit;
- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xv) Not to make in the Said Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
- (xvi) Not to fix or install any antenna on the roof of the said building or any window antenna;
- (xvii) Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort

nuisance or inconvenience to the other users and occupiers of the said premises and the neighbouring premises and shall not use the Said Unit for any illegal or immoral purposes or as an office, a boarding house, club house, health centre, nursing home, amusement or entertainment centre, eating or catering place, dispensary, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;

- (xviii) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutchra or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
- (xix) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;
- (xx) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
- (xxi) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;
- (xxii) Not to put or affix any sign - board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Unit and/or building save at the place and in the manner expressly permitted in writing by the Developer;
- (xxiii) Not to obstruct or object to the Developer doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;
- (xxiv) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- (xxv) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Developer and/or Developer) along with the other co- Developers and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer and/or Developer or the other co-owners;
- (xxvi) To regularly and punctually pay and discharge to the Developer or the Maintenance Company or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under

the Fifth Schedule hereunder written in advance within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;

- (xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Maintenance Company and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Maintenance Company and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
- (xxviii) So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the Said Unit.
- (xxix) After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- (xxx) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses then the Developer and/or the Maintenance Company or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Developer or the Maintenance Company or the Association as the case may be, for all such amounts falling due together with interest;
- (xxxii) In case the Developer and/or Maintenance Company and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer, Maintenance Company and/or Association and also interest at the rate of and  $\frac{1}{2}$  percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.

**IN WITNESS WHEREOF** the Parties hereinabove named have set their respective hands and seals at\_\_\_\_\_ in the presence of attesting witness, signing as such on the day month and year above written.

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

**Vendors:**

**Signature** (Authorized Signatory):

**Name:**

**Address:**

**At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:**

**WITNESSES:**

Signature:

Name:

Address:

Signature:

Name:

Address:

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

**Developer:**

**Signature** (Authorized Signatory):

**Name:**

**Address:**

**At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:**

**WITNESSES:**

Signature:

Name:

Address:

Signature:

Name:

Address:

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

**Allottee: (including joint buyers)**

**Signature:**

**Signature:**

**Name:**

**Name:**

**Address:**

**Address:**

**At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:**

**WITNESSES:**

Signature:

Signature:

Name:

Name:

Address:

Address:

For RAJ CONSTRUCTION  
*Alokesh Roy*  
PROPRIETOR