

Agreement For Sale

This Agreement for Sale executed on this

Day of September 2021.

By and Between

M/S. EVER RIGHT CONSTRUCTION, a Partnership Firm , PAN –
....., having its office at, P.S –
....., P.O., District -, Represented
by its Partners: - **1) SRI. UTTAM KUNDU**, PAN -, Aadhaar
No., S/o, Residing at,
P.O. P.S - District -, **2) SRI NANI GOPAL
PAUL**, PAN –, Aadhaar No., S/o Late
....., Residing at, P.S –,
P.O., District -, **3) SRI. PARTHA DEY**, PAN
–, Aadhaar No., Son of
....., Residing at P.S –
....., P.O, District -, **4)
SRI NILAY KUNDU**, PAN -, Aadhaar No., S/o
....., Residing at, P.S –, P.O.
....., District - hereinafter referred to as the
“OWNER”(which expression shall unless excluded by or repugnant to the
context be deemed to mean and include their respective heirs, executors
administrators, legal representatives and assigns) of the **FIRST PART**, being
represented by its constituted attorney 1. **MR. SUMAN DEB SARKAR** 2. **MS.
SHILPA SINHA**, Designated Partners of **ADONIS RIVIERE LLP**, LLPIN: AAQ - 5305,
A Limited Liability Partnership Company having its Registered office at
..... P.S.....

AND

ADONIS RIVIERE LLP, LLPIN: AAQ - 5305, PAN:, A Limited
Liability Partnership Company having its Registered Office at
..... P.S. Represented by it's
Designated Partners 1. **MR. SUMAN DEB SARKAR**, PAN -, Aadhaar
No., S/o, Residing at

....., P.O:, P.S. – , District –
..... 2. **MS. SHILPA SINHA**, PAN –, Aadhaar No....., D/o, Residing at, P.O:, P.S. – , District –
,Hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors in-interest, administrators, legal representatives and assigns) of the **SECOND PART.**

1. **MR / MRS.**, PAN -....., Aadhaar No....., D/o / S/o / W/o/ H/o....., by Faith –, Occupation -, residing at, District - P.S - P.O., hereinafter referred to as the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, legal representatives, and permitted assignees) of the **THIRD PART.**

TITLE OF THE PROPERTY:

WHEREAS:

1) One Smt. Priti Roy W/o Bhupendra Chandra Roy by a Bengali Recited Saf Kobala (Deed of Sale) Purchased a plot from Sri Atul Krishna Naskar measuring more or less an area 7 Cottahs, in Mouza – Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 150, C.S. Dag No. 157,C.S Khatian No. 36, R.S. Khatian No. 43, R.S. Dag No. 174, Police Station Sonarpur, District 24 Parganas and the said Deed was registered at the office of the A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.19, Pages from 279 to 283, Being No.1346, for the year 1967.

2. That said Smt. Priti Roy died intestate on 02-07-1986 leaving behind him surviving 1) Sri Kanak Kanti Roychowdhury,, 2) Sri Shyamal Kanti Roychowdhury,3) Sri Amal Kanti Roy, 4) Sri Rathindra Chandra Roy and 5) Sri Dipak Kanti Roy as her only legal heirs and successors to inherit the aforesaid property as left by said Pariti Roy, and subsequently on 04-02-1993 said Rathindra Chandra Roy died intestate leaving behind him surviving his only wife Smt. Dwipka Roy as his only legal heirs and successors to inherit 1/5th share in the aforesaid joint property as left by said Rathindra Chandrai Roy since deceased.

3. That said 1) Sri Kanak Kanti Roychowdhury,2) Sri Shyamal Kanti Roychowdhury,3) Sri Amal Kanti Roy, 4) Sri Dipak Kanti Roy and 5) Smt. Dwipka Roy by an Indenture dated 9th November 1993 sold, conveyed and transferred land measuring more or less an area 7 Cottahs in Mouza – Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 150, C.S. Dag No. 157,C.S Khatian No. 36, R.S. Dag No. 174, R.S. Khatian No. 43, Police Station Sonarpur District 24 Parganas (South) unto and in favour of Smt. Jharna Das alias Suklasree Das, W/o Sri Narendra Narayan Das alias Naren Das, and the said Deed of Conveyance wasRegistered with the D.S.R Alipore, 24 Parganas (South) &Recorded in Book No. I, Volume No. 287, Pages from 10 to 20 Being No. 15291 for the year 1993.

4. Said Smt. Jharna Das alias Suklasree Das, wife of Sri Narendra Narayan Das alias Naren Das, died intestate on 26-08-1996 leaving behind her Husband, Sri Narendra Narayan Das alias Naren Das and Two sons namely Sri Tamal Das and Sri Tanmay Das as her only legal heirs, successors-in-interest and legal representatives.

5. Thereafter said Narendra Narayan Das, and Sri Tamal Das, by a Registered Deed of Gift transferred their respective 2/3 share unto and in

favour of Sri Tanmoy Das and said Deed of Gift was Registered with the office of the D.R. 24 Parganas (South) at Alipore and Recorded in Book No. – I, Volume No. 1, pages from 1067 to 1082, Being No. 00071 for the year, 2004.

6) One Smt. Sandhya Das, W/o Sri Prodyut Kumar Das purchased a Land measuring more or less an area 7 Cottahs in Mouza – Panchpota, C.S. Khatian No. 36, C.S. Dag No. 157, R.S. Khatian No. 43, R.S. Dag No. 174, Police Station Sonarpur, District 24 Parganas (South) by Virtue of a Deed of Conveyance executed by Atul Krishna Naskar, and the said Deed was Registered with the Sub Registry Office at Sonarpur, recorded in Book No. 1, Volume No. 14, Pages from 140 to 144 as Being No. 845 for the year, 1967. However, subsequently to make correction of certain typographical mistake in the said Deed, a Rectification Deed was also Registered by and between the said Sandhya Das and said Atul Krishna Naskar, which was also registered in the said S.R. Office Sonarpur and Recorded in Book No. I, Volume No. 20, Pages from 104 to 105 being No. 1349 for the year, 1967.

7) Said Sandhya Das died intestate on 02-04-1981 leaving behind her husband, Sri Pradyut Kumar Das, two sons namely Sri Kallol Das and Sri Prasanta Das and only daughter Smt. Sanghamita Das as her only legal heirs, successors-in-interest and legal representatives.

8) Thereafter said Pradyut Kumar Das, Kallol Das, Prasanta Das and Smt. Sanghamitra Das sold, conveyed and transferred the said land unto and in favour one Smt. Krishna Roy, and the Said deed was registered at the office of the D. R. 24 Parganas (South) at Alipore and recorded in Book No. I, Volume No. 286, pages from 487 to 497, Being No. 15290 for the year, 1993.

9) That Said Krishna Roy by a Deed of Gift, Gifted the said Land measuring more or less 7 Cottahs at Mouza – Panchpota, R.S. Khatian No. 43, R.S. Dag

No. 174, Police Sonarpur, at present within Rajpur Sonarpur Municipality District 24 Parganas (South). In favour of Sri Tamal Das and said Deed of Gift was Registered with the office of the D.S.R 24 Parganas (South) at Alipore, and Recorded in Book No. I, Volume No. 6, Pages from 2941 to 2960, Being No. 00982 for the year, 2005,

10) In the manner aforesaid said Sri Tamal Das and Sri Tanmoy Das became the absolute rightful joint Owner of All That piece and parcel of land measuring more or less 14 Cottahs lying and situated at Mouza – Panchpota, Touzi No. 150, J.L. No. 42, R.S. No. 11, R.S. Khatian No. 43, R.S. Dag No. 174, Police Station Sonarpur District 24 Parganas (South) and got their names mutated in the office of the BL&LRO Sonarpur and during their possession while said Sri Tamal Das and Sri Tanmoy Das took up measurement of their land to ascertain actual area of land it was found physically the land area comes to more less 13 Cottahs 4 Chittaks out of 14 Cottahs of land and said Sri Tamal Das and Sri Tanmoy Das while were possessing having an area more less 13 Cottahs 4 Chittaks by virtue of a Deed of Conveyance sold conveyed and transferred All That piece and parcel of land measuring more or less 13 Cottahs 4 Chittaks lying and situated at Mouza – Panchpota, Touzi No. 150, J. L. No. 42, R.S. No. 11, R.S. Khatian No. 43, R.S. Dag No. 174, Police Station Narendrapur District 24 Parganas (South), unto and infavour of **M/S. EVER RIGHT CONSTRUCTION** , and the said Deed of Conveyance was duly Registered at the office of the D.S.R. IV, Alipore and Recorded on Book No. I, C.D Volume No. 35, Pages from 1324 to 1356, Being No. 06740 for the year 2013.

11) After the aforesaid purchase the said Firm became the absolute owner of the aforesaid property and got the name mutated in the office of the BL&LRO Sonarpur and also recorded in the Assessment Record of Rajpur - Sonarpur Municipality and since then the said property is being Known and

Numbered as 2399, Panchpota and has been possessing and enjoying the said property by paying rates and taxes to the appropriate authority concerned.

12) Said **M/S. EVER RIGHT CONSTRUCTION**, the Owner herein , entered into an Memorandum of Agreement Dated 20th Day of January 2020, with the Developer herein for construction of a G + IV storied building at the said premises and the said Agreement was duly Registered at the office of the D.S.R. II, Alipore and Recorded in Book No. I, Volume No. 1602-2020, Pages from 26114 to 26176 , Being No. 160200495 , for the year 2020, (hereinafter called the Development Agreement) and on the even date the Owner has also executed a General power of Attorney in favour of the Developer which was also duly Registered at the office of the D.S.R. II, Alipore and Recorded in Book No. I, Volume No. 1602-2020, Pages from 27077 to 27109 , Being No.160200512 , for the year 2020,

13) prior to the Agreement a G + IV storied Building Plan was Sanctioned by the Rajpur Sonarpur Municipality vide Sanction Plan No. 245/CB/03/88, Dated 26.12.2019, but the Developer has further Submitted a fresh G + IV Storied Building Plan with some changes before the Rajpur - Sonarpur Municipality and obtained new Sanction vide Revised Plan No. 294/Rev/CB/03/68, Dated 14.02.2020, (hereinafter called and referred to as the said Plan), consisting of several self contained independent flats, shops, and car parking spaces of the said proposed new building at the said premises.

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 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.

WHEREAS:

A. The Owner is the absolute and lawful owner of **ALL THAT** piece and parcel of land measuring more or less 13 Thirteen Cottahs 4 Four Chittaks at Mouza- Panchpota, J.L. No. 42, R.S. Dag No.174, L.R. Dag No. 194, R.S Khatian No. 43, L.R. Khatian No. 3080, P.S. Narendrapur, Now being Known and Numbered as Premises/Holding No. 2399, Panchpota, within the local jurisdiction of Rajpupr - Sonarpur Municipality, Ward No. 3, District 24 Parganas (S),

B. The said land is earmarked for the purpose of Development of a G + IV Storied Residential/Commercial Project comprising of several independents Flats , Shops and Car Parking spaces and the said project shall be known as **"ADONIS AHONA"**.

C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the said land on which project is to be constructed have been completed.

D. The Owner vide letter dated 26.02.2020 intimate the Rajpupr - Sonarpur Municipality for commencement of work of Construction at the said premises.

E. The Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the building, as the case may be from the Rajpur - Sonarpur Municipality. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable, but the Developer shall have the right to make any changes internally as per demand of the Allottee/Purchaser as per permissible law of the land.

F. The Developer has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on 14TH October under Registration No. HIRA/P/SOU/ 2020/001036.

G. The Purchaser/Allottee had applied for a Flat in the project vide Application No., Dated -, and has been Allotted **Flat No.**, having WBHIRA Area Square Feet, Built up Area Sq.Ft. Area including with Proportionate share of common area Sq.Ft. Area to be Registered Sq. Ft. on the Floor, on the side and one Car Parking space on the Ground Floor, at the said premises, in the Building "**ADONIS AHONA**" as permissible under the applicable law and of pro rata share in the common areas;

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

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

J. 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.

K. 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 Purchaser/Allottee hereby agrees to purchase the Flat as specified in Para G.

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 Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase, the Flat as specified in Schedule hereunder written.

1.2 The Total Price for the Flat is Rs./- (Rupees), Total Price includes Cost of Flat and one Car Parking space at the said premises, including proportionate cost of common areas, preferential location charges, internal development charges, external development charges, cost of providing electric wiring, lift, waterline and plumbing, finishing Marble or Tiles, doors, windows, in the common areas.

Explanation:

(i) The Total price above includes the booking amount paid by the Allottee/Purchaser to the Developer towards the Flat and car parking space.

(ii) Above mentioned price is total & final excluding taxes. Such tax will be paid by the Developer upon collecting from the purchaser by way of G.S.T. and cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the Developer, furthermore the purchaser shall pay additionally proportionate cost of installation of Transformer and Generator set prior to the date of handing over the possession /Registration of the Flat to the Purchaser/allottee.

Provide 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.

(iii) The Developer shall periodically intimate to the Purchaser/Allottee, the amount payable as stated in above and the Purchaser/Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.3. The Purchaser/Allottee (S) shall make the payment as per plan set out in **Schedule D.**

1.4. The Developer shall confirm final area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete by furnishing details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Developer, If

there is reduction in the area then the Developer shall refund the excess money paid by the by Purchaser/Allottee within forty – five days without interest. If there is any increase in the area, which is not more than three percent of the area of the apartment, allotted to Purchaser/Allottee, the Developer may demand that from the Purchaser/Allottee as per the Payment Plan as provided in **Schedule D**.

1.5. Subject to this agreement the Developer agrees and Acknowledges, the Purchaser/Allottee shall have the right to the Apartment "**ADONIS AHONA**" as mentioned below:

(i) The Purchaser/Allottee shall have exclusive ownership of the Apartment "**ADONIS AHONA**"

(ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas as mentioned in **Schedule C**. Since the share interest of Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/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 allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Flat includes recovery of price of construction of building ,the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, etc., in the common areas, maintenance charges as per para 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment "**ADONIS AHONA**"

(iv) The Purchaser/Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.6. It is made clear by the Owner / Developer and the Purchaser/Allottee agrees that the Flat as mentioned in **Schedule B** shall be treated as single indivisible unit for all purposes. It is agreed that the Project is an independent, self – contained Project covering the said Land mentioned in the **Schedule A**.

1.7. The Allottee/ Purchaser has paid a sum of Rs./- (Rupees) as part payment towards the Total Price of the Flat 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 Flat as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein, Provided that if the allottee delays in payment towards any amount which is payable, the allottee shall be liable to pay interest at the rate of 18% per annum .

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, demand by the Developer, within the stipulated time as mentioned in the **Schedule D** through A/C Payee Cheque / Demand Draft / Bankers Cheque or Online Payment in favour of **ADONIS RIVIERE LLP**, In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall act accordingly, HOWEVER the Developer being assured of all amounts being receivable for sale and transfer of the Flat / Apartment and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

3. TIME IS ESSENCE:

Time is essence for the Developer as well as of the Allottee. The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Flat to the Allottee, as the case may be. If the Developer at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Developer will have the right to return the money with interest @ 10% p.a. Similarly, the Allottee shall make timely payments of the Instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in "Payment Plan In the event any Cheque(s) / Draft(s)/ P.O. , submitted by the Allottee are returned unpaid, the Allottee shall have to pay, along with the unpaid amount calculated @ 18% per annum . In case payment is made by any third party on behalf of Allottee, the Developer will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Developer shall issue the payment receipts in the name of the Allottee only.

4. CONSTRUCTION OF THE PROJECTS/APARTMENT:

The Allottee has inspected layout plan, specification, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities. The Developer 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 Developer undertakes to abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR norms and provisions prescribed by the West Bengal Apartment Ownership Act 1972

and shall have an option to make any minor variation / alteration / modification in such plans.

5. POSSESSION OF THE APARTMENT/PLOT:

5.1 Schedule for possession of the said Flat – The Developer agrees and understands that timely delivery of possession of the Flat to the Allottee, as the case may be, is the essence of the Agreement. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

5.2. The right of the Allottee shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.

5.3. Procedure for taking possession – The Developer shall hand over physical vacant possession of the subject flat complete in all respect in habitable condition with in 1st April 2023 from the date of execution of this agreement subject to the condition that the purchaser shall abide by the payment schedule hereunder written.

5.4. Failure of Allottee to take possession of Apartment Upon receiving a written intimation from the Developer as per para 5.1, the Allottee shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. And the Developer shall give possession of the Flat to the Allottee. In case the Allottee fails to take possession within the time provided in para 5.3, such Allottee shall continue to be liable to pay maintenance charges as specified in para 5.3.

5.5 Possession by the Allottee – After handing over possession of the Flat to the Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans, to the association of Allottee.

6. CONVEYANCE OF THE SAID APARTMENT:

The Developer on receipt of Total Price of the Flat as per para 1.2 under the Apartment from the Allottee, shall execute a deed of conveyance and convey the title of the Flat together with proportionate indivisible share in land and in the Common Areas with in a reasonable and suitable time.

COST AND EXPENSES FOR TRANSFER

Cost of registration: The Purchaser shall bear and pay all cost and expenses of stamp duty, registration charges and other statutory fees and other incidental expenses in relation to preparation, execution and registration of this agreement and the proposed deed of conveyance for the transfer of the Unit(s) in favour of the Purchaser. (stamp duty will be determined by the registering authority).

Statutory taxes: Service Tax, Works Contract Tax, Value Added Tax, GST or any other tax imposition or levy by the State Government, Central Government or any Statutory Body or Authority over/ in respect of the said Unit(s) shall be paid and cleared by the Purchaser as per the demands that may be imposed and/or made by the authority or Developer from time to time, and in any case before taking possession of the said Unit(s).

Documentation charges: **1%** of the Total Consideration Amount. The Purchaser shall pay **1%** of the Total Consideration Amount to the Developer towards the documentation charges for preparation of this Agreement, proposed Deed of Conveyance and other necessary documents for transfer

of the said Unit(s). Rs. 10,000/- (Ten Thousand Only) shall be paid by the Purchaser upon execution of this agreement and the balance amount of the said charges shall be paid by the Purchaser on or before the execution of the proposed deed of conveyance or upon delivery of possession of the Unit(s) whichever is earlier.

9. MAINTENCE OF THE SAID BUILDING:

The Purchaser shall pay maintenance charge as per applicable norms from the date of taking possession of the subject Unit to the Developer till formation of Owners' Association. Be it clearly mentioned here that the Developer shall not pay any maintenance charge for any unsold unit.

10. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer's to rectify such defects within 30 days from the receipt of intimation from the purchaser without further charge, and in the event of Developer's failure to rectify such defects within such time, aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act, and If any structural defect and /or damage is/are caused by the instants of the purchaser/Allottee at any point of time in that event the developer and/or owner shall not be held responsible in any manner whatsoever. The purchaser shall be liable to mend such defect forthwith at his /her own cost without any reference thereto.

11. RIGHT TO ENTER THE APPARTMENT FOR REPAIR: The Developer/maintenance agency/ association of allottees shall have rights of

unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

12. USAGE:

Use of Service Areas: The service areas as located within the building "**ADONIS AHONA**", shall be earmarked for purposes such as specified, if any and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump 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 in any manner whatsoever, other than those earmarked as specified, if any and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

13. COMPLIANCE WITH RESPECT TO THE APARTMENT:

13.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, and shall not do anything in or to the Building, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound nor change or alter or make additions to the [flat], 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.

13.2. 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, building therein or Common Areas, but the spaces sold for the commercial use shall have the right to put any sign-board/name-plate, neon light, publicity material or advertisement material etc. in front of the commercial space. The Allottees shall also not change the colour 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 material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

13.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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.

14. COMPLAINEE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

15. ADDITIONAL CONSTRUCTIONS:

THE Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorities, except for as provided in the Act.

16. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

17. BINDING EFFECT:

Forwarding 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, appears for registration of the same as and when intimated by the Developer. If the Allottee (s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then Developer shall serve a notice to the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee after deducting 20% of the amount as liquidated damages.

18. 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 understanding, any other agreement later, correspondence, arrangement whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

19. RIGHT TO AMEND:

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

20. 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 herein and the obligations arising hereunder in respect of the flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

21. SEVERABILITY:

If any provisions of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under applicable laws, such provisions of the Agreement shall be deemed amended or deleted. and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

22. METHOD OF CALCULATION OF PROPPORTIONATE SHARE WHEREVER REFERED TO IN THE AGREEMENT:

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

23. FURTHER ASSURANCES:

All the Parties agree that they shall execute, acknowledge and deliver to the other such instrument and take such other actions, in additions to the

instrument and actions specially provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. NOTICES:

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

Name of Allottee:

Address of Allottee:

Name of the Developer:

Address of the Developer:

It shall be the duty of the Allottee and the Developer to inform each other of any change in address at time of such change 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 Developer or the Allottee, as the case may be.

27. 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 Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

28. 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 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.

THE SCHEDULE 'A' AS REFERRED TO

ALL THAT piece and parcel of Bastu land measuring more or less 13 Thirteen Cottahs 4 Four Chittaks be the same a little more or less along with Tine Shed structure standing thereon measuring an area 1200 Sq.Ft. lying and or situate at Mouza- Panchpota, J.L. No. 42, Touzi No. 150, R.S Khatian No. 43, R.S. Dag No.174, L.R. Khatian No. 3080, L.R. Dag No. 194, P.S. Narendrapur, within the local jurisdiction of Rajpupr Sonarpur Municipality, Ward No. 3, Premises/Holding No. 2399, Panchpota, District of 24 Parganas (S), which is butted and bounded as Follows:-

ON THE NORTH: Partly by Scheme Plot No. 6 and Partly Road.

ON THE SOUTH: Scheme Plot No. 3.

ON THE EAST: Part of R. S. Dag No. 176.

ON THE WEST: 30' Wide Municipal Road. (Panchpota)

THE SCHEDULE 'B' AS REFERRED TO

ALL THAT Piece and Parcel of the Flat, being **Flat No.....**, having WBHIRA Area Sq. Ft, Built up Area Sq. Ft. Area including Proportionate share of Common Area Sq. Ft. Area to be Registered Sq.Ft. be the same a little more or less consisting of Three Bed Room, One Kitchen, Living Cum - Dinning , Two Toilet, One Balcony including common areas on the Floor, on the side and one Car Parking space on the Ground Floor, in the

Building “**ADONIS AHONA**” together with undivided variable proportionate share of land attributable thereto more fully mentioned in the **Schedule ‘A’** herein above with in the local limits of Rajpur - Sonarpur Municipality, Ward No. 3, Premises/Holding No. 2399, Panchpota, District of 24 Parganas(s).

THE SCHEDULE ‘C’ AS REFERRED TO

The Common passage on the ground floor, (Front space of commercial space shall exclusively be enjoyed by the commercial space owners) unless specifically mentioned, overhead water tank, deep-tube well or underground water reservoir, Water pump, water pipes and other common plumbing installations, Drainage and sewers, Boundary walls and main gate, Stairs, Stairs landings of all floors, Roof, Lift, Lift Well, Care taker Room if any, Such other common facilities specified by the Developer expressly to be common parts of the said New building.

THE SCHEDULE ‘D’ AS REFERRED TO

The Purchaser / Purchasers hereby agrees to pay to the Developer a sum of **Rs.**/- (Rupees), which includes the construction cost of the said Flat & towards cost of undivided proportionate share of land and one car parking space and the same shall be paid by the Purchaser to the Developer in the manner detailed below:-

TOTAL CONSIDERATION: Rs.

PAYMENT SCHEDULE

SL	PAYMENT DESCRIPTION	PAYMENT SCHEDULE
1.	On Application (as Applicable Money)	Rs. 2,00,000/- +GST

2.	At or before the execution of agreement	20% of Net Price + GST Less Rs. 2,00,000/-
3.	On Foundation of Said Building	10% of Net Price + GST
4.	On 1 st Floor Casting of Said Building	10% of Net Price + GST
5.	On 2 nd Floor Casting of Said Building	10% of Net Price + GST
6.	On 3 rd Floor Casting of Said Building	10% of Net Price + GST
7.	On 4 th Floor Casting of Said Building	10% of Net Price + GST
8.	On Roof Casting of said Building	10% of Net Price + GST
9.	On Brick Work of said unit	10% of Net Price + GST
10.	On Flooring of the said unit	5% of Net Price + GST
11.	On Possession / Registration (Whichever is earlier)	5% of Net Price + GST
	Total:/- + GST

Rupees Only

THE PURCHASER/PURCHASERS HAS/ HAVE AGREED TO PAY TO THE DEVELOPER

THE FOLLWING EXTRA CHARGES: -

Club Membership - Not Applicable

Generator Charges - @ 30/- Per Sq.Ft. on Saleable Area

Transformer & Electricity Expenses - @ 40/- Per Sq.Ft. on Saleable Area

Reticulated Gas Bank Pipeline Expenses - Not Applicable

Formation of Association – Rs. 250/-

PAYMENT SCHEDULE OF EXTRA CHARGES

100% + GST	On Possession / Registration (Whichever is Earlier) of said Flat
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DEPOSIT

Maintenance Deposit presently estimated 1.50/- Per Sq.Ft. on Saleable area per month, The Purchaser / Purchasers has / have agreed to pay in advance 12 months deposit at the time of possession and or registration whichever is earlier.

THE SCHEDULE "E" AS REFERRED TO

(COMMON EXPENSES)

- i. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said Building.
- ii. Insurance premium for insuring the said Building against earth-quake, lightening, riot, damage etc.
- iii. The Purchaser / Purchasers shall pay proportionate amount for installation of Transformer and the Purchaser / Purchasers shall also pay additionally for individual electric meter for getting electricity connection and any other statutory expenses.
- iv. All expenses and outgoings as may be deemed by the Developer and/or association/committee to be formed by the Developer to protect the rights of the Purchasers/Owners.
- v. All expenses referred to above shall be borne and paid proportionately by the Purchaser / Purchasers on and from the date of taking possession of their respective unit.
- vii. Be it clearly mentioned here that the Developer shall not be liable to pay any maintenance of any unsold unit to the Association.

THE SCHEDULE 'F' AS REFERRED TO

- a) The right in common with other Purchaser / Purchasers for the use of the common parts for ingress and egress.
- b) The right of passage in common with other Purchaser / Purchasers to get electricity, water connection from and to any other unit or common parts

through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the Building.

THE SCHEDULE 'G' AS REFERRED TO

Entire flooring of the Flat will be made of Floor Tiles with skirting and stairs case and landings will be made of Tiles, Glazed Tiles in the Wall of the Toilet up to 5' feet will be provided. In the Kitchen one cooking Platform of Black stone and Wall Dado of Glazed Tiles up to 2' Height over the Platform and one Still Sink will be provided with Tap connection.

Doors: Doors shall be Common Flush Door.

Windows: Anodize Aluminium window with Glass and Grills will be provided.

Interior walls will be finished with plaster of Paris. In the Toilet, one Western or Indian Commode with Cistern shall be provided. In addition to this, one Wash Basin with Tap connection shall be provided, concealed wiring with points as under: -

Bed Room: 2 Light Points, 1 Ceiling Fan Point, 1 Plug point (5 Amp.), 1 no. 16 Amp plug point and starters for AC

Toilet: 2 Light Point, 1 Plug Point (15 Amp.) , 1 Point for Exhaust Fan (6 Amp)

Kitchen: 1 Light Point, 1 Plug Points (15 Amp), 3 nos. of point

Living and Dining: 4 Light points, 1 Fan Point, 4 Plug Point, DG Switch

Balcony: 1 Light Point,

One Calling Bell connection

N.B. If the Purchaser / Purchasers wants to make any additional works over and above the works specification as mentioned hereinabove, the Purchaser / Purchasers shall inform the Developer in writing with list of Additional Works and such additional costs shall be paid in advance.

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

In presence of

WITNESSES:

1.

**SIGNATURE OF THE CONSTITUTED
ATTORNEY OF THE OWNER**

2.

SIGNATURE OF THE DEVELOPER

Drafted and prepared from the office of:

Malay Saha

Advocate

Alipore Court, Kolkata- 700027

SIGNATURE OF THE PURCHASERS

Memo of Receipt

Received on and from within mentioned sum of **Rs.**
...../- (Rupees) as and by way of
advance out of the total consideration as mentioned herein above in the
manner as per Memo below:

MEMO:

By the way of Cheque:
Cheque No.
Bank:
Branch:
Date:

Rs. 00000000/-

Total: Rs. **00000000**/-

Rupees

In presence of

WITNESSES:

1.

**SIGNATURE OF THE CONSTITUTED
ATTORNEY OF THE OWNER**

2.

SIGNATURE OF THE DEVELOPER