

DRAFT

THIS AGREEMENT made this ____ day of _____ Two Thousand Twenty Four
BETWEEN (1) SAWANSUKHA DASH PVT. LTD., (formerly known as VANITY TIE-UP
PVT. LTD.) (CIN No. U70100WB2007PTC114624) (PAN : AACCV5411B) a company
under the provisions of The Companies Act, 2013, having its registered office at
3A, Nandlal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani,
Kolkata - 700071 represented by its _____
Mr. _____ (PAN : _____) son of _____
_____ working for gain at 3A, Nandlal Basu Sarani, (formerly Little Russel Street)
P.S. Shakespeare Sarani, Kolkata - 700071 hereinafter referred to as the
"VENDOR/ PROMOTER", (which expression shall unless excluded by or there be
something repugnant to the subject or context be deemed to mean and
include its successor and/or successors-in-office) of the ONE PART AND (2)

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hereinafter referred to as the "PURCHASER/ALLOTTEE" (which expression shall
unless excluded by or there be something repugnant to the subject or context



be deemed to mean and include _____
_____) of the OTHER PART :

WHEREAS :

- A. One Gorachand Mullick was absolutely seised and possessed of and/or otherwise well and sufficiently entitled to various immoveable properties including All That the piece and parcel of land containing an area of 5 Bighas, 13 Cottahs, 8 Chittacks and 43 Sq.ft. be the same a little more or less situate lying at and being premises Nos.3 & 4, Harrington Street and 3 (formerly 1/1), Little Russel Street, Calcutta.
- B. A demarcated area of 20 Cottahs, 1 Chittack and 31 sq.ft. be the same a little more or less together with partly two storied, partly three storied and partly four storied building standing thereon being premises No.3, Little Russel Street, Calcutta was separated out of the said premises nos.3, Harrington Street and 3, Little Russel Street, Calcutta, hereinafter referred to as the said property.
- C. The said Gorachand Mullick who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20th day of February, 1920 leaving him surviving his widow Fool Coomari Dassi, two sons

Gadadhar Mullick and Gangadhar Mullick and five married daughters Kumud Kumari Dasi, Rash Kumari Dasi alias Rashmoni Dasi, Kamal Kumari Dasi, Lalita Sundari Das and Amodini Kumari Dasi as his heirs, heiresses and legal representatives.

- D. The said Gorachand Mullick prior to his death made and published his Last Will and Testament dated the 19th day of October, 1917, whereby and whereunder he appointed his widow Fool Coomari Dassi, his two sons Gadadhar Mullick and Jugol Kishore Sen, who was already given in adoption, as the executrix and executors to the said Will.
- E. Under terms of the said Will, the said Gorachand Mullick after making provisions for various annuities and legacies gave devised and bequeathed his rest and residue properties including the said premises Nos.3 & 4, Harrington Street, Calcutta and 3 (formerly 1/1) Little Russel Street, Calcutta unto and in favour of his two sons Gadadhar Mullick and Gangadhar Mullick in equal shares with a provision that the same shall not be divided and partitioned before the death of his wife or before his son Gangadhar Mullick attained majority.
- F. The said Will of Gorachand Mullick was duly probated in the High Court of Judicature at Fort William in Bengal by the said Fool Coomari Dassi

and Gadadhar Mullick, the other executor having renounced his executorship and accordingly the said executor and executrix duly administered the said estate of Gorachand Mullick since deceased.

- G. In accordance with the provision of the said Will and Testament the residue estate with the consent of Fool Coomari Dassi left by the said Gorachand Mullick since deceased was taken over by his said two sons, Gadadhar Mullick and Gangadhar Mullick on the 31st day of August, 1937 and the executor and executrix were discharged.
- H. On the 11th day of June, 1938, the said two sons, Gadadhar Mullick and Gangadhar Mullick agreed to divide and partition the said residue estate amongst themselves after providing for their mother and setting apart sufficient fund for carrying out the provisions of the said Will and had agreed to refer the dispute to the arbitration of Mr. Arun Prakash Boral, Mr. Bholanath Mullick and Mr. Amritlal Mullick.
- I. Before the said Arbitrators could pass their final Award, the said Fool Coomari Dassi died on the 24th day of December, 1939 as a result whereof the said arbitration proceedings became infructuous.

- J. By virtue of a Deed of Partition dated the 22nd day of March, 1941 and registered with the District Sub-Registrar, Calcutta in Book No.1, Volume No.69, Pages 1 to 30, Being No.902 for the year 1941 made between the said Gadadhar Mullick, therein referred to as the Party of the One Part and the said Gangadhar Mullick, therein referred to as the Party of the Other Part, the said Gadadhar Mullick and Gangadhar Mullick divided and partitioned the said residue estate of the said Gorachand Mullick, since deceased whereby and whereunder, the said Gadadhar Mullick was to the exclusion of his brother Gangadhar Mullick was allotted All That the said property being premises No.3, Little Russel Street, Calcutta, absolutely and forever.
- K. The said Gadadhar Mullick, who during his lifetime, was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20th day of March, 1955 leaving him surviving his only son Bidyadhar Mullick as his only heir and legal representative who upon his death, became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That the said property being premises No.3, Little Russel Street, Calcutta.

- L. The said property was later renamed and renumbered as premises Nos.3A & 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata by the Kolkata Municipal Corporation.
- M. The said Bidyadhar Mullick, who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 28th day of December, 1989, leaving him surviving his widow Kumud Kumari Mullick and son Shibu Kumar Mullick as his only heir, heiress and legal representatives, who, became jointly absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That the said property being premises No.3, Little Russel Street, which later became 3A & 3B, Little Russel Street, Calcutta, having undivided half share each into or upon the same.
- N. By an Indenture of Lease dated the 18th day of July, 2007 registered with the Registrar of Assurances, Kolkata in Book No.1, Volume No.1, Pages 1 to 18, Being No.06863 for the year, 2007 made between the said Smt. Kumud Kumari Mullick and Shibu Kumar Mullick, therein jointly referred to as the Lessors of the First Part and Vanity Tie-Up Private Limited therein referred to as the Lessee of the Second Part and Rupchand Sawansukha and Aditya Mundra, therein jointly referred to as the Confirming Parties of the Third Part, the said Smt. Kumud Kumari Mullick

& Anr. in consideration of the premium and the rent thereby reserved on the part of the Lessee paid and/or to be paid to the said Smt. Kumud Kurnari Mullick & Anr. and on the terms and conditions therein contained, granted and demised unto and in favour of the said Vanity Tie-Up Private Limited being the Lessee therein All That the buildings and structures constructed and erected on the piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule thereunder as also in the First Schedule hereunder written, hereinafter referred to as the 'said premises' subject to the occupation of various tenants in respect of various portions of the said premises morefully and particularly described in the Second Schedule thereunder written for a term of 90 years commencing from 1st day of July, 2007 with an option to renew the same for a further period of 90 years subject to the terms and conditions, covenants and stipulations recorded therein.

- O. In view of the said registered Indenture dated 18th day of July 2007 the said Vanity Tie-up Private Limited has been realising rents issues and

profits of the said premises NO.s 3A & 3B, Nandalal Basu Sarani, Kolkata – 700071.

- P. The said Kumud Kurnari Mullick who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 6th December, 2007 leaving behind surviving her only son Shibu Kumar Mullick as her only heir and legal representative.
- Q. Upon the death of the said Kumud Kumari Mullick her son the said Shibu Kumar Mullick became entitled to the residuary and/or reversionary right in respect of the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata – 700071 and as such the said Shibu Kumar Mullick has been realising rent in accordance with the terms of the said registered Indenture of 18th day of July 2007 from Vanity Tie-Up Private Limited being the Lessee therein.
- R. Thereafter by a Development Agreement dated 16th January, 2016 made between Vanity Tie-Up Private Limited therein described as the Lessee of the One Part and Wellside Properties Private Limited therein described as the Developer of the Other Part the said Vanity Tie-Up Private Limited appointed Wellside Properties Private Limited as the

Developer and further entrusted to it the development of the said Premises being premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata – 700071 by way of construction of a new Building at or upon the land comprised in the said Premises, subject to the various terms and conditions recorded therein.

- S. By virtue of an Indenture of Conveyance dated the 25th day of March, 2017 registered at the office of the Registrar of Assurance-II, Kolkata in Book No.1, Volume No.1902-2017, Pages 26838 to 26889, Being No.190200854 for the year 2017 made between Shibu Kumar Mullick therein referred to as the Vendor of the One Part and Vanity Tie-Up Private Limited therein referred to as the Purchaser of the Other Part, the said Shibu Kumar Mullick sold, transferred and conveyed, assured and assigned All That his residuary and/or reversionary right title interest or the entirety of his right title and interest in respect of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule thereunder as also in the First Schedule

hereunder written, hereinafter referred to as the 'said premises' unto and in favour of Vanity Tie-Up Private Limited for the consideration and on the terms and conditions stated therein.

- T. By virtue of the said part recited registered Deed of Conveyance dated 25th March, 2017 and Deed of Lease dated 18th July, 2007 the said Vanity Tie-Up Private Limited became absolute Owner of the fee simple estate and of the Leasehold estate of the said premises and from the date of the said Deed of Conveyance dated 25th March, 2017 the said lease no longer continued in force but has been merged and/or extinguished with all reversionary rights expectant thereon unto and in favour of Vanity Tie-Up Private Limited.
- U. By virtue of the aforesaid the said Vanity Tie-Up Private Limited became absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule hereunder written, hereinafter referred to as the said premises

subject to the occupation of various tenants in respect of various portions of the said premises but otherwise free from all encumbrances and charges.

- V. The said Vanity Tie-Up Private Limited has applied before the appropriate authorities of the Kolkata Municipal Corporation for amalgamation of the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata – 700071 and accordingly the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata – 700071 were amalgamated and renumbered as premises No.3A, Nandalal Basu Sarani (formerly 3A and 3B, Nandalal Basu Sarani), P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the said premises.
- W. In due course of time the said Vanity Tie-Up Private Limited caused the eviction of the tenants who had been occupying various portions of the said premises for the purpose of developing the same by way of construction of a new building thereon.
- X. Before development of the said premises the said Vanity Tie-Up Private Limited represented to the appropriate authorities of the Kolkata Municipal Corporation for delisting of the old building from the Heritage

list of KMC and thereafter West Bengal Heritage Commission Government of West Bengal by a letter dated 6th January 2016 recorded that the old building situate at the said premises had no architectural significance and was a Grade III Heritage Building instead of Grade IIB (Architectural Style) Heritage Building and as such the said building was delisted from heritage list of K.M.C. so that a new building could be constructed thereon.

- Y. In pursuance of the said Development Agreement dated 16th January, 2016 hereinafter referred to as the said Development Agreement, the said Developer caused preparation of a building plan which was submitted before the concerned authorities of the Kolkata Municipal Corporation for construction of a new building at the said premises and the same was duly sanctioned by the Kolkata Municipal Corporation being B.P. No.201970046 dated 20th June, 2019 hereinafter referred to as the "said sanctioned Plan".
- Z. Due to various reasons the said Developer could not develop the said premises as such by a Deed of Cancellation dated 15th July 2021 the said Development Agreement dated 16th January, 2016 was cancelled and/or rescinded between the parties thereto and all claims and demands raised between the owner and Developer were amicably

settled in full and as such the said premises became freed and discharged from the said Development Agreement.

- AA. Meanwhile the name of the said Vanity Tie Up Private Limited was changed to Sawansukha Dash Pvt. Ltd. pursuant to Rule 29 of the companies (Incorporation Rules 2014) and accordingly the Registrar of Companies West Bengal issued certificate dated 23rd May, 2022 for change of name.
- BB. By virtue of the aforesaid the said Sawansukha Dash Pvt. Ltd. became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule hereunder written together with benefits of the said sanctioned Plan hereinafter referred to as the said premises free from all encumbrances and charges whatsoever.

- CC. Thereafter the said Sawansukha Dash Pvt. Ltd. hereinafter referred to as the Vendor itself desired to develop the said premises by way of construction of a new building thereon and as such the Vendor caused preparation of a building plan which was sanctioned vide Building Permission No. 2019070046 dated 20-06-2019 by the appropriate concerned authorities of the Kolkata Municipal Corporation for construction of a new building at the said premises morefully described in the First Schedule stated hereunder.
- DD. The said building sanctioned plan was initially comprising of ground plus ten floors however after modification and obtaining certificate of GREEN BUILDING it will now comprise of ground plus eleven floors and accordingly the construction of the said building has been completed upto eleventh floor in accordance with B.S. Plan No. 2069070046 dated 11-12-2023.
- EE. The Vendor has not yet offered for sale of the apartment in the said building despite that the said project has been registered under the provisions of the Real Estate Regulation and Development Act, 2016

with the Real Estate Regulatory Authority at Kolkata on 20th January, 2024 under registration No. WBRERA/P/KOL/2024/000970.

- FF. In pursuance of the aforesaid sanctioned plan the Vendor has completed the construction of the said new building comprising of commercial and residential apartments/units out of which part of ground and first floors are commercial areas and the remaining areas are residential areas in the said premises situate and lying at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the "said premises" and morefully described in the First Schedule hereunder written but Completion Certificate has not yet been given.
- GG. By virtue of the aforesaid the Vendor had decided to sell the residential flats and/or units of the said building known as "ELION" in favour of intending Purchaser and/or Purchasers and to receive and appropriate the consideration amount in respect thereof.
- HH. In view of what is stated hereinabove the Purchaser herein has approached the Vendor for acquiring All That Apartment/Unit containing Carpet area of about 2609 Sq.ft. be the same a little more or less on the _____ floor TOGETHER WITH right to park ____ cars in the

multi level mechanical car parking unit on the ground floor of the said building situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 together with the undivided proportionate share in the land comprised in the said premises morefully described in the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter collectively referred to as the "said Apartment/Unit" which is morefully described in the Second Schedule hereunder written for their exclusive use for residential purpose only.

- II. In view of what is stated hereinabove the Vendor has agreed to sell and the Purchaser has agreed to purchase All That Apartment/Unit containing Carpet area of about 2609 Sq.ft. and be the same a little more or less and on the ____ floor TOGETHER WITH right to park ____ cars in the multi level mechanical car parking unit on the ground floor of the said building situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 together with the undivided indivisible proportionate share in the land comprised in the said premises morefully described the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter

collectively referred to as the "said Apartment/Unit" which is morefully described in the Second Schedule hereunder written at or for a consideration of Rs. _____ (Rupees _____) only free from all encumbrances and charges subject however to covenants and stipulations the terms and conditions as stated hereunder.

- JJ. The Vendor has provided common facilities and services together with lighting, sewerage system, water supply network, in an over or under the said premises and the said building that will serve the occupiers for use and occupation of the said building known as "ELION"
- KK. The Purchaser shall purchase the said apartment/unit as it shall stand as per the sanctioned plan provided however the Purchaser hereby empowers to the Vendor to make minor additions and alterations in the said Apartment/Unit and building known as "ELION" subject to compliance of Real Estate (Regulation and Development) Act, 2016 (RERA Act) as applicable in the State of West Bengal.
- LL. On or before execution of this Agreement the Purchaser has inspected, examined and got itself acquainted and fully satisfied about the title of the Vendor in respect of the said Apartment/Unit, sanctioned plan, the

measurement of the Carpet area of about 2609 Sq.ft. be the same a little more or less on the _____ floor of the said Apartment/Unit and has accepted the specifications of the materials used therein and the said building as well as the dimensions designs and drawings of the said apartment/unit and building and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto and the Purchaser has further agreed and undertakes to pay the entire consideration agreed to be paid as stated hereunder as well as various deposits and additional amount as specified hereunder to the Vendor as indicated in Part-I and Part-II of the Third Schedule stated hereunder.

NOW THIS AGREEMENT WITNESSETH as follows :-

1. DEFINITIONS :

- 1.1 "ACT" means the REAL ESTATE (Regulation and Development) Act, 2016 (RERA) Act as applicable in the State of West Bengal.
- 1.2 "RULES AND REGULATION" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 as applicable under the West Bengal Real Estate (Regulation and Development Rules) 2021 in the State of West Bengal.

- 1.3 "ARCHITECT" means the person for the time being appointed to act as architect in relation to the said Building at premises morefully described in the First Schedule stated hereunder.
- 1.4 "APARTMENT/UNIT OWNER OR ALLOTTEE/PURCHASER" shall mean a person or persons who have for the time being agreed to acquire or have acquired any Apartment/Unit situated in the said building but shall not include a tenant or licensee of such Apartment/ Unit Owner.
- 1.5 "ASSOCIATION" shall mean the Organisation of the Owners of the Apartments/Units to be formed for the purpose of supervision of the management and maintenance of the said Building by the Vendor /Association or Managing Agency.
- 1.6 "COMMON AREAS" shall mean and include those areas of the said Building that are not allotted to a particular Purchaser/Allottee but are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in the Fourth Schedule hereunder written.
- 1.7 "COMMON AMENITIES AND FACILITIES" shall mean and include those facilities provided by the Vendor/Promoter and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors.
- 1.8 "CARPET AREA" shall mean the net usable floor area of the said Apartment/Unit excluding the area covered by the external walls areas

under services shafts exclusive balcony or verandah area and exclusive open terrace area and includes the area covered by the internal partition walls of the Apartment/unit.

- 1.9 "COMMON EXPENSES" shall include all kinds of expenses to be incurred by or on behalf of the Apartment/unit holders for the maintenance and upkeep of the common areas and facilities of said Building and/or the said premises and those specified under the Fifth Schedule hereto.
- 1.10 "COMMON PURPOSES" shall mean and include the purposes of managing and maintaining the said Building and/or at the said premises
- 1.11 "SAID PREMISES" shall mean All That piece and parcel of land admeasuring 19 Cottahs, 14 Chittacks and 36.25 Sq.ft be the same a little more or less comprised in the said premises morefully described in the First Schedule stated hereunder.
- 1.12 "PLAN" shall mean the plans, drawings, specifications sanctioned by the appropriate concerned authorities of The Kolkata Municipal Corporation being Building Permission No.201970046 dated 20th June, 2019 read with B.S. Plan No.2069070046 dated 11.12.2023 for construction of the said commercial cum residential Building on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Architect/Vendor.
- 1.13 "PERSON/ PURCHASER / ALLOTTEE" shall mean

- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
- v) in case of a company its successors and/or successors-in-office and/or interest.
- vi) an association of persons or body of Individuals whether incorporated or not.
- vii) a co-operative society registered under any law relating to co-operative societies.
- viii) any such other entity as the State Government may by notification specify in this behalf.

1.14 SAID BUILDING shall mean the Building constructed at the said premises together with the common areas and facilities therein.

- 1.15 SAID APARTMENT/UNIT shall mean All That the said Apartment/Unit more fully described in the Second Schedule hereunder written.
- 1.16 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST and Taxes, duties, levies, surcharges, cess or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said Building known as "ELION" and/or the said Apartment/Unit in the said building as may be applicable.
- 1.17 VENDOR shall mean the said Sawansukha Dash Pvt. Ltd. and its successors and/or successors-in-interest and/or interest.

2. REPRESENTATIONS OF VENDOR/PROMOTER

- 2.1 The Vendor/Owner is absolute owner of the said premises and have marketable title in respect thereof.
- 2.2 There are no encroachments, easements or rights of way on, over, under or across the said premises or any part of it.
- 2.3 The Vendors/Promoter shall convey, transfer by way of sale the said apartment/unit as agreed herein free from encumbrances charges liens mortgage.

3. TITLE AND PRE-CONTRACT INSPECTION BY ALLOTTEE / PURCHASER

- 3.1 The Allottee/Purchaser has inspected and examined the title of the Vendor/Promoter including the said title documents and purchases it with full knowledge of its actual state and conditions and the Allottee/Purchaser accepts the title and further agrees and covenants not to raise any objections thereto or make any requisitions in connection therewith.
- 3.2 The Allottee/ Purchaser has entered into this agreement on the basis of the terms and conditions of this agreement as stated herein and not in reliance or any representation or warranty either oral or written and whether express or implied made by or on behalf of the Vendor/ Promoter.
- 3.3 The Allottee/Purchaser has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said premises as mentioned in the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed building.

3.4 The Allottee/Purchaser shall take the apartment/unit as it shall stand as per the sanctioned plan provided however the Allottee/Purchaser hereby empowers to the Vendor/Promoter to apply for further additions and alterations in the said Apartment/Unit subject to compliance of RERA Act, 2017 as applicable in the State of West Bengal.

3.5 The Vendor/Promoter are not liable or bound in any manner by any verbal or written statements, representations of any real estate broker, employee agent or any other person professing to represent the Vendors/ Promoter.

4. AGREEMENT FOR SALE

4.1 The Vendor has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire All That Apartment/Unit containing Carpet area of about 2609 Sq.ft. be the same a little more or less on the ___ Floor TOGETHER WITH right to park ___ cars in the Multi level mechanical car parking unit on the ground floor of the said building situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 morefully described in the First Schedule stated hereunder together with undivided indivisible/impartible proportionate share of the land underneath the said building and together with right to use and enjoy the common areas and facilities of the said building attributable thereto hereinafter collectively referred

to as the "said Apartment/Unit" and more fully described in the Second Schedule hereunder written but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Vendor and also performing and observing all the terms and conditions hereinafter appearing.

4.2 The common areas and amenities in the said building shall be such as shall be necessary or be required and as thought fit and determined by the Vendor for the beneficial use and enjoyment of the said Apartment/Unit and such common areas and amenities shall be declared and/or identified by the Vendor in its discretion.

4.3 The right of the Purchaser shall remain restricted to the said Apartment/Unit only and ingress and egress over the common paths and passages leading to the said Apartment/Unit and the Purchaser shall have no right nor shall claim any right over and in respect of any other Apartments/Units, constructed areas and other areas or open space of the said Premises.

5. PURCHASE PRICE & MODE OF PAYMENT

5.1 The Purchase price of the said Apartment/unit is Rs. _____/-
(Rupees _____ only)

which the Purchaser shall pay in the manner as mentioned in Part I of the Third

Schedule hereto to the Vendor and the Vendor agrees to construct and sell to the Purchaser the said Apartment/Unit morefully described in the Second Schedule hereunder.

5.2 The purchase price includes the booking amount paid by the Allottee/Purchaser to the Vendor towards the said Apartment/Unit.

5.3 The Purchaser shall pay Taxes (consisting of tax paid or payable by the Vendor/Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the said building payable by the Vendor/Promoter upto the date of the handing over the possession of the Apartment/Unit to the Allottee/Purchaser and the building to the association of Allottee/Purchasers or the competent authority, as the case may be, after obtaining the completion certificate. Extras and Deposits, Incidental Charges etc. which is mutually fixed and non-negotiable and the Allottee/Purchaser consents to pay the same and will not raise any issues in this regard in future.

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the said building as per registration with the Authority, which shall include the extension of registration, if any, granted to the said building by the Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser.

5.5 The Vendor/Promoter shall intimate to the Allottee/ Purchaser, the amount payable as stated herein above and the Allottee/Purchaser shall make payment of the amount demanded by the Vendor/Promoter within 15 (fifteen) days from the date and in the manner specified therein of such written intimation. In addition, the Vendor/Promoter shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc, have been imposed or become effective.

5.6 In addition to the aforesaid purchase price, the Purchaser shall pay interest free deposits and additional amounts as detailed in Part-II of the Third Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the said Apartment/Unit to the Vendor and in case the exact liability on any head cannot be quantified, then the payment shall be made according to the Vendor's reasonable estimation subject to subsequent accounting and settlement within a reasonable period.

5.7 No right title and interest of any nature whatsoever is being created in favour of the Purchaser in respect of the said Apartment/Unit by virtue of this agreement until the Purchaser has paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Purchaser in respect thereof.

6. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

6.1 The Allottee/Purchaser if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor/Promoter with such permission, approval which would enable the Vendor/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/ her part to comply with the applicable

guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

7. TIME IS ESSENCE :

7.1 Time is essence for the Vendor/Promoter as well as the Allottee/Purchaser. The Vendor/Promoter shall abide by the time schedule for completing the said building as disclosed at the time of registration of the said building with the Authority and towards handing over the Apartment/Unit to the

Allottee/Purchaser and the common areas to the Association of Allottee/Purchaser or the competent authority, as the case may be, subject to the same being formed and registered as per law.

8. MANNER AND TIME OF COMPLETION

8.1 The Vendor is expected to obtain Completion Certificate of the said Apartment/Unit within October 2025 with grace period of 6 (six) months as a commercial cum residential project from The Kolkata Municipal Corporation or any other authority or authorities as the case may be. A certificate issued by the Architect of the said Apartment/unit in respect of measurement of Carpet area and Built-up area and quality of construction thereof shall be final conclusive and binding on the Purchaser.

9.2 The Vendor shall have right to effect suitable alterations/additions/improvements/modifications in the said Sanctioned Plan of the building or the said Apartment/unit if and when necessary as may be required by the Architect and or in accordance with provisions of RERA Act, 2016 and the Purchaser hereby consents to the same.

10. POSSESSION

10.1 Under no circumstances the Purchaser shall be entitled to claim possession unless all the dues of the Vendor including those over and above the

purchase price of the said Apartment/unit have been fully paid and/or discharged and thereafter the Vendor shall give notice to the Purchaser who shall within 60 (sixty) days of service of the said notice to take possession of the said Apartment/Unit.

10.2 The Purchaser shall take possession of the said Apartment/unit on the date of possession i.e. on the 60 (sixty) day of posting of the said notice irrespective of whether the Purchaser takes actual physical possession or not and the Purchaser shall be liable to pay maintenance charges as applicable with effect from the date of possession.

10.3 The Vendor shall deliver actual physical possession of the said Apartment/unit at the time of execution and registration of the Deed of Conveyance of the said Apartment/unit.

10.4 The Purchaser after expiry of 5 years from the date of taking delivery of possession of the said Apartment/unit shall not raise any dispute or claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said Apartment/Unit and/or in respect of the measurement of the area comprised of the said Apartment/Unit and the said building including structural defect or any other defect in workmanship in violation of an agreement.

11. MODIFICATION :

The Vendor/Promoter shall have and reserve its right to effect suitable alterations/additions/ improvements/modifications in the said Plan and other Plan or Plans and/or layout plan of the said building in accordance with provisions of the Kolkata Municipal Corporation if and when necessary as may be required by the Architect and or in accordance with provisions of RERA Act, 2016 and the Allottee/Purchaser hereby consents to the same.

12. DEFAULT IN PAYMENT

12.1 Time is expressly declared to be the essence of this agreement.

12.2 Notwithstanding anything herein contained, in case the Purchaser commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 60 days from the due date and if the said payment is not received within the time specified in the notice then this agreement shall stand terminated at the discretion of the Vendor and in such event all rights and claims of the Purchaser against the Vendor and/or the said Apartment/Unit shall stand extinguished. In case of termination and/or cancellation of this Agreement, the Vendor shall forfeit 10% (Ten percent) of the total purchase price of the said Apartment/Unit if any as

liquidated damages and refund to the Purchaser the balance amount paid by the Purchaser without any interest.

12.3 For the period of late payment or in case the Vendor condones the default of the Purchaser even for a period more than the stipulated grace period provided in the notice then and in such event, the Purchaser shall along with such dues and/or arrears, pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the period of default on all amounts remaining unpaid. Any condonation granted by the Vendor shall not amount to waiver of the future defaults or breaches.

12.4 In case of Delay on part of the Vendor to complete the construction of the said Apartment/Unit within the stipulated time as stated herein above, then the Vendor shall pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.

13. CANCELLATION BY ALLOTTEE/PURCHASER

The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the said building as provided in the Act. Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the said building without any fault of the Vendor/Promoter the Allottee/Purchaser shall serve a 60 (sixty)

days notice in writing to the Vendor/Promoter and on the expiry of the said period the allotment shall stand cancelled and the Vendor/Promoter herein is entitled to forfeit the booking amount and 10% of the consideration amount, interest as per applicable laws and applicable GST payable on such cancellation charges paid for the allotment. The balance amount of money paid by the Allottee/Purchaser shall be returned by the Vendor/Promoter to the Allottee/Purchaser within forty-five days of such cancellation.

14. DEFECT LIABILITY :

14.1 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 Vendor/Promoter as per the agreement for sale relating to such construction is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining completion certificate and Notice of possession, it shall be the duty of the Vendor/Promoter to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Vendor/Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Vendor/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee/Purchaser (or any person appointed by him or acting under him or under his instructions) or

arising due to any normal wear and tear or due to reasons not solely attributable to the Vendor/Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee/Purchaser, without first notifying the Vendor/Promoter and without giving the Vendor/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment/Unit, alters the state and condition of the area of the purported defect, then the Vendor/Promoter shall be relieved of its obligations as contained herein.

14.2 It is clarified that the above said responsibility of the Vendor/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee/Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Allottee/Purchaser of their respective Apartments/Units should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case of non-payment of maintenance charges by the

Allottee/Purchaser and there being discontinuation of proper maintenance in that event the Vendor/Promoter should not be held as liable as default on its part under this clause.

14.3 Notwithstanding anything contained in the above clause the following

exclusions are made

- a. Equipment (lifts, generator, motors, transformers etc.) which carry manufacturer's guarantees for a limited period. Thereafter the association/Maintenance Agency shall take annual maintenance contract with the suppliers. The Vendor/Promoter shall transfer manufacturers guarantees/ warrantees to the Allottee/Purchaser or Association of Allottees/Purchasers as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations, deviations, misalignments, including expansion, quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

14.4 Provided that where the manufacturer warranty as shown by the Vendor/Promoter to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/building and if the annual maintenance contracts are not done /renewed by the Allottees/Purchasers, the Vendor/Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common amenities wherever applicable. The Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the Apartment /Building excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee/Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built of the

Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Vendor/Promoter/maintenance agency/Association of Allottee/Purchasers shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the Association of Allottee/Purchasers 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.

16. USAGE :

Use of service areas:- The service areas, if any, as located within the building shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as

parking spaces, and the same shall be reserved for used by the Association of Allottee/Purchasers for rendering maintenance services.

17. RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS

17.1 As from the date of possession of the said Apartment/Unit, the Purchaser agrees and enter into the following restrictive covenants that the said Apartment/unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said Apartment/unit so as to benefit the Purchaser but not so as to render the Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said Apartment/unit and to contain the same in the Deed of Conveyance of the said Apartment/unit.

- i) To pay proportionate maintenance charges including management fees applicable to the said Apartment/Unit and to co-operate with the Vendor, Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities therein;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendor and/or Maintenance Agency in respect of the the management and maintenance of said building;
- iii) To allow the authorized representatives of the Vendor/Promoter and/or Maintenance Agency with or without workmen to enter into the said

Apartment/unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Apartment/unit in the said building known as "ELION";

iv) The Purchaser hereby covenants with the Vendor that -

a) The Purchaser shall have only right to use undivided proportionate indivisible/impartible right and interest in the common area of the said building (save those reserved unto the Vendor) along with the other Apartment/unit holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor or the other Apartment/unit holders;

b) The Purchaser/Allottee shall not raise any objection to the use of Ground floor and First Floor and other areas of the building for commercial use and to observe and perform the restrictions as stated in the Sixth Schedule hereunder written;

c) To regularly and punctually pay and discharge to the Vendor and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance

charges, common expenses, impositions management fees and all other outgoing in respect of the said Apartment/Unit and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereunder written in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Apartment/Unit has been taken or not by the Purchaser;

d) The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Vendor and/or Maintenance Agency from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Vendor and/or Maintenance Agency shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;

e) So long as each Apartment/Unit in the said building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the

entirety of the said building and such proportion to be determined by the Vendor on the basis of the area of the said Apartment/Unit;

f) After taking delivery of the said Apartment/Unit and registration of the Deed of Conveyance, the Purchaser shall take steps to have the said Apartment/Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

g) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Apartment/Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default.

h) In case the Vendor and/or Maintenance Agency 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 Vendor and/or Maintenance Agency and also interest at the rate of 18% percent per month for the period of

default on all amounts remaining unpaid together with reconnection charges;

18. COVENANT PROHIBITING TRESSPASS

The Purchaser shall not trespass from the said premises onto the other parts of the building or allow any person or animals under his control to do so and shall keep the Vendor/maintenance agency indemnified against all costs charges and expenses in relation to the prosecution of such trespassers.

19. FORCE MAJEURE

19.1 The Vendor shall not be regarded in breach if any of the terms and conditions herein contained and on the part of the Vendor to be performed and observed if it is prevented by any of the conditions herein below and it shall not be liable to pay any interest or damages for the following events ;

- i) Fire
- ii) Natural Calamity, such as storm, cyclone, Flood, Tempest etc.;
- iii) Labour Unrest;
- iv) Local Problem such as Riot, Mob-Violence, Threat and Terrorist Attack;
- v) Any prohibitory order from a Court of Law or the Kolkata Municipal Corporation or any other authority or authorities as the case may be;

- vi) Delay in giving electricity connection;
- vii) Delay in granting occupancy certificate;
- viii) Any other unavoidable circumstances beyond the control of the Vendor;

20. MORTGAGE / FINANCING

20.1 The Purchaser shall have the right to obtain home loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Apartment/Unit provided however the Mortgagee shall observe and perform all the covenants restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

20.2 After the Vendor/Promoter executes this Agreement they shall not mortgage or create a charge on the said Apartment/Unit 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 for charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such Apartment.

21. MISCELLANEOUS

21.1 The name of the said building shall be "ELION"

21.2 The right of the Purchaser shall remain restricted to the said Apartment/Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building.

22. MAINTENANCE OF SAID BUILDING

21.1 The Vendor shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said building and overall management and control of the common areas together with amenities and facilities in the said building shall remain vested in the Maintenance Agency to be appointed by the Vendor and or Association and all decisions with respect to the management and control shall be binding on all the Purchasers of the said building.

22.2 The Vendor and/or Association will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorate maintenance charges etc. from the Apartment/unit holders in the said building. Such maintenance Agency shall be accountable to the Vendor and/or Association and for the aforesaid purpose, each of the Purchaser shall be obliged to execute a separate agreement with such Maintenance Agency or Vendor and/or Association as the case may be.

22.3 After the Vendor appoints the said management Agency and/or Association all the rights and obligations of the Vendor with regard to the common purposes shall be exercised by the said management Agency and/or Association and the Vendor shall be freed and discharged from all the obligation in respect thereof.

22.4 The Purchaser shall bear and pay the proportionate costs charges and expenses of the said building together with management fees thereof to the Vendor and/or Maintenance Agency and/or Association.

22.5 The Vendor or Maintenance Agency and/or Association shall keep all books of account and other records of the said building in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said building.

22.6 The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said building.

23. ENTIRE AGREEMENT

23.1 This Agreement contains the entire agreement of the parties and no oral representations and warranties or statement between the Vendor and the Purchaser shall be considered valid or binding upon either of the parties.

23.2 This agreement supersedes all other representations, warranties agreements, arrangements, understandings or brochures and in no event the Purchaser shall be entitled to set up any oral Agreement.

24. DOCUMENTATION AND PROFESSIONAL CHARGES

24.1 M/s. C.K. Jain & Company, Solicitors & Advocates of 7A, Kiran Shankar Roy Road, Kolkata – 700001 shall draw all papers, documents and drafts required in connection with the said Apartment/unit and other Apartments/units in the said building as envisaged therein and the Purchaser shall pay the Professional Fees to C.K. Jain & Co. for preparing drafting for execution and registration of the papers, documents in relation to transfer of the said Apartment/Unit in favour of the Purchaser as shall be decided by the Vendor.

24.2 All stamp duty, registration charges and other incidental expenses in relation to agreement for sale and Deed of conveyance of the said Apartment/Unit and also any other assurances deeds and documents required to be made for or in relation thereto shall be borne and paid by the Purchaser.

25. EXECUTION AND REGISTRATION OF DEED OF SALE/CONVEYANCE

25.1 Subject to fulfillments of all the obligations by the Purchaser, the Vendor shall execute and register appropriate Deed of Sale/Conveyance of the said Apartment/unit unto and in favour of the Purchaser

26. NOTICE

26.1 All notices and/or communication hereunder shall be in writing and digitally delivered personally by e-mail, SMS, Whatsapp or mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

27. ARBITRATION

27.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability if not settled amicably shall be referred to arbitration through the adjudicating officer appointed under the RERA Act, 2016 as applicable in the State of West Bengal.

27.2 Provided however the Vendor or Maintenance agency and/or Association shall have the right to mediate or arbitrate disputes between

Apartment/unit holders and any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the Apartment/unit Purchaser involved in such disputes.

28. JURISDICTION

27.1 Only the Courts having territorial jurisdiction over the said entire land shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land containing by admeasurement an area of 19 Cottahs, 14 Chittacks and 36.25 Sq.ft. be the same a little more or less situate lying and being premises No.3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 together with building messuages, hereditaments, tenements constructed thereon and butted and bounded in the manner following :-

ON THE NORTH	:	By Premises No.3C, Nandalal Basu Sarani;
ON THE EAST	:	By Premises No.4, Ho Chi Minh Sarani;
ON THE SOUTH	:	By Premises No.1 & 2, Nandalal Basu Sarani;
ON THE WEST	:	By Nandalal Basu Sarani;

THE SECOND SCHEDULE ABOVE REFERRED TO :(said Unit)

ALL THAT Apartment/Unit containing Carpet area of about 2609 Sq.ft. be the same a little more or less on the ___ floor TOGETHER WITH right to park ___ cars in the Multi level mechanical car parking unit on the ground floor of the said building situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 together with the undivided indivisible/impartible proportionate share in the land underneath the said building comprised in the said premises and together with right to use and enjoyment of the common areas, amenities and facilities of the said building attributable thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO :Part – I

The purchase price of the said Apartment/Unit shall be Rs. _____/-
(Rupees _____ only)

which shall be paid by the Purchaser to the Vendor in the manner stated hereunder:-

Construction Link Plan

Stage of Payment	% Payable

Total*	100%

Provided however GST, Service Tax or any other tax as may be applicable shall also be paid along with each of the above mentioned installments.

PART - II

Deposits (Interest Free)

- i) For the estimated Maintenance charges proportionately
- ii) Sinking Fund
- iii) Rates and Taxes
- iv) Cost charges etc. for electric connection to the said Apartment/Unit.
- v) All Stamp Duty, Registration charges including professional fees payable to the Advocate/Solicitor and other incidental expenses in relation to all

required documents including Agreement for Sale and Deed of Sale/Conveyance of the said Apartment/unit.

vi) Miscellaneous charges, if any.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

1. The foundation, columns, beams, supports corridors, lobbies, stairs, stairways, landings, entrances exits and path-ways driveways.
2. Common entrance and passage on ground floor.
3. Water pump, water tank, water pipes and other common plumbing installation.
4. Electric wiring, motor and fittings and Transformer if any.
5. Drainage and sewers including manholes, etc.
6. Pump house.
7. Common Toilets.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space within the said premises and/or the building as are necessary and as may be specified but excluding the other open and/or covered areas or space which shall be used or allowed to be used exclusively by the Vendor and the persons deriving title from them for different purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing replacing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipments, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Apartment/unit in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the said building.
2. The cost of white washing cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of Durwans, sweepers, security guards.
4. Maintaining all Common Areas and Facilities.

5. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said Apartment/unit and premises or any part thereof.

6. Generally managing, maintaining and administering and protecting the common areas and amenities in the said building at the said premises.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

As from the date of possession of the said Apartment/Unit, the Purchaser agrees and enter into the following restrictive covenants that the said Apartment/unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions.

i) To co-operate with the Vendor and/or Association/Maintenance Agency in the management and maintenance of the said common areas of the said Building;

- ii) To observe the rules or regulations as may be framed from time to time by the Vendor and/or association in respect of the said Building;
- iii) To allow the authorized representatives of the Vendor and/or Association/Maintenance Agency with or without workmen to enter into the said Apartment/unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Apartment/unit in the Building;
- iv) To pay the charges of the electricity and other utilities in or relating to the said Apartment/unit wholly for the said Apartment/Unit and proportionately in relating to the common expenses;
- v) Not to sub-divide the said Apartment/Unit 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 Apartment/unit or in the building and/or compound or in any portion of the building or in any part of the said Building or in the Common parts save at the places indicated therefor and to maintain the cleanliness of the said Building as per the Swachh Bharat Abhiyan Scheme launched by the Government of India.
- 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 Apartment/

Unit or in the common areas and not to block any common areas and not to block any common areas of the said building and/or 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 Apartment/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 said building or any part thereof ;

x) Not to do or cause anything to be done in or around, the said Apartment/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the said Apartment/Unit or to the flooring or ceiling of the said Apartment/Unit or any other portion over or below the said Apartment/Unit or any part thereof or the fittings and fixtures affixed thereto ;

xi) Not to permit any alterations in the elevation and outside colour scheme of the exposed 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 Apartment/Unit ;

xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect and Vendor ;

- xiii) Not to make in the said Apartment/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 Vendor/Promoter and/or any concerned authority ;
- xiv) Not to fix or install any antenna on the roof of the said building or any window antenna ;
- xv) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said building.
- xvi) Not to use the said Apartment/Unit or permit the same to be used for any purpose whatsoever other than for the allotted 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 Building;
- xvii) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the said Apartment/Unit, in common with the other occupiers of the said Building and the Purchaser shall have no right on any other portion and/or space in the said building.



xviii) Not to obstruct or object to the Vendor doing or permitting any one to do any construction, alteration or work in the said Building ;

xix) Not to claim any rights easements in respect of other areas of the said building ;

xx) The Ground and first floors of the said building are to be used for commercial purpose and the Allottee/Purchaser is aware of the same and agrees not to raise any objection in respect thereof.

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

SIGNED SEALED AND DELIVERED

by the VENDOR/ PROMOTER at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER/ALLOTTEE at Kolkata

In the presence of :-



=====
DATED THIS DAY OF 2023
=====

BETWEEN

SAWANSUKHA DASH PVT. LTD.

..... VENDOR/ PROMOTER

AND

..... PURCHASER/ALLOTTEE

AGREEMENT

C.K. JAIN & COMPANY
SOLICITOR & ADVOCATES
7A, KIRAN SHANKAR ROY ROAD
KOLKATA – 700001

