

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ('Agreement') executed on day of
Two Thousand Twenty Three (2023)

BY AND BETWEEN

MESSERS ADROSS PRIVATE LIMITED (CIN no. U43900WB1959PTC024210), a
Company incorporated under the provisions of Companies Act, 1956, having its registered
office at Holding No.- 957, Bidhan Pally, Ward No. 24 under Post & Police Station
of

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Madhyamgram, Kolkata- 700129, [PAN- AACCA1760E] represented by its Directors and/or authorized signatories namely, **(1) SRI ASHIM KUMAR SARKAR** [PAN- AMAPS7120D] & [AADHAAR- 491207502263], son of Late Birendra Nath Sarkar, by Nationality- Indian, by Faith- Hindu, by Caste- Bengali, by Occupation- Business, residing at Bidhan Pally Bidhan Sarani, P.O.- Madhyamgram, Kolkata- 700129 under Police Station of formerly Barasat and presently Madhyamgram in the District of North 24-Parganas and **(2) MOHIDUL ISLAM** [PAN- AANPI1158E] & [AADHAAR- 885060162792], son of Abdul Ohab, by Nationality- Indian, by Faith- Islam, by Caste- Muslim, by Occupation- Business, residing at P.O.- Beliaghata Bridge, Mathpara, Dogachhiya under Police Station of Deganga, PIN- 743423 in the District of North 24- Parganas, duly authorized vide board resolution dated 18.07.2022 , hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees) of the **FIRST PART**

AND

.....[AADHAAR-], son/daughter of , aged about , residing at , P.O.- under Police Station of , Kolkata- in the District of under the State of West Bengal within the territory of India [PAN-], hereinafter called **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART.**

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WHEREAS:

- A.** The Promoter is the absolute and lawful owner of **1.62 Acre and/or 6561 Sq. Mtr.** more or less, being Premises known as 9, Hemanta Bose, Sarani, lying and situated at Mouza- Udayrajpur of Touzi No. 146, R.S. No.- 6 of J.L. No.- 43 under L.R. Khatian No. 5788 comprised in L.R. Dag Nos. 2252, 1441 & 1448 under Post & Police

Station of formerly Barasat and presently Madhyamgram within the local limits of Madhyamgram Municipality of Ward No.- 11, PIN-700129 in the District of formerly 24-Parganas and presently North 24-Parganas by virtue of Deed duly registered at District Registrar as recorded under Book No.- I, Volume No.- 40, Pages- 99 to 106, being No.1975 for the year 1960 & Book No.- I, Volume No.- 29, Pages- 201 to 206, being No.1976 for the year 1960

- B. 1.62 Acre and/or 6561 Sq. Mtr.** more or less, being Premises known as 9, Hemanta Bose, Sarani, lying and situated at Mouza- Udayrajpur of Touzi No. 146, R.S. No.- 6 of J.L. No.- 43 under L.R. Khatian No. 5788 comprised in L.R. Dag Nos. 2252, 1441 & 1448 under Post & Police Station of formerly Barasat and presently Madhyamgram within the local limits of Madhyamgram Municipality of Ward No.- 11, PIN-700129 in the District of formerly 24-Parganas and presently North 24-Parganas by virtue of Deed duly registered at District Registrar as recorded under Book No.- I, Volume No.- 40, Pages- 99 to 106, being No.1975 for the year 1960 & Book No.- I, Volume No.- 29, Pages- 201 to 206, being No.1976 for the year 1960

- C.** The said land is earmarked for the purpose of building for commercial and residential purposes, which 05 (five) building

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and/or tower and each building comprised in G+5 storied and the said Project shall be known as **‘RADHARANI HOUSING COMPLEX’** (“Project”).

- D.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

- E.** The MESSERS ADROSS PRIVATE LIMITED has granted the commencement certificate to develop the Project vide approval dated bearing No. 0917P12812383287 dated 12.04.2023
- F.** The Promoter has obtained the final layout plan approvals from the Project from Madhyamgram Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable save and except any revised matter including internal changes;
- G.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no.: on under registration.
- H.** The Allottee had applied for an apartment in the Project vide application No. dated and has been allotted apartment No. having Carpet area of Square Feet, type, on floor in Block no. - along with garage Parking No. ----- admeasuring Sq. Ft. in the (location) as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under

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Clause (n) of Section 2 of the Act (hereinafter referred to as the “Plot” more particularly described in the Schedule A);

- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J.** Specified in below;
- K.** The Parties hereby confirm that they are signing this Agreement with

full knowledge of all the laws, rules, regulations, notification, etc. applicable to the Project;

L. 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;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Garage [if applicable] as specified in paragraph 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:

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1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

The total Price for the Apartment based on the carpet area is Rs.

(Rupees) only is the Total Price.

| | |
|---|---------------------------------------|
| Block No. Building- Radharani Housing Complex. Type- Floor- | Rs. per sq. ft. of Apartment. |
| Garage- 1 | Rs. for Garage |

| | |
|--|--|
| | |
| | |

Explanation:

- (i) The total price above includes the booking amount paid by the allottee to the Promote towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promotr by way of Value Addes Tax, Service Tax, GST, CGST, if any as per waw and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:
 Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;
- (iii) The Promoter shall [periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall

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 make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or memanded along with acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartmen includes: 1) pro rata share in the Common Areas; and 2) garage(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertake and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by competent authorities, the Promoter shall enclose

the said notification/order/rule regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee (s) shall make the payment as per the payment plan set out in Schedule C ('Payment Plan')

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and

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the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated,

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the Allottee shall use the Common Areas along with other occupants, maintenances staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject the timely payment or maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas ec. And includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and Allottee agrees that the Apartment along with Garage shall be treated as a single indivisible unit for all purposes. It is agreed that the project or zone and shall not from a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. I is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Radharani Housing Complex shall not from a part of the declaration to be filed with the Competent Authority in accordance with West Bengal Apartment Ownership Act., 1972.

The Promoter agrees to pay all outgoing before transferring the physical possession in the apartment to the Allottees, which it has

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

The Allottee has paid a sum of Rs..... (Rupees only)as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments and

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demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through Account Payee Cheque/Demand Draft or online payment in favour of the Radhakrishna Housing Complex.

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

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the

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Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittance on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

5. **TIME IN ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule c (“Payment Plan”)

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

The Allottee has seen the specifications of Apartment and accepted the Payment Plan, floor plans, layout plans (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the law in force and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the ACT, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT**

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over

possession of the Apartment on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the

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project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from the date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee within days of receiving the occupancy certificate of the Project.

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

give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such

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Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on

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demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received

by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

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

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

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this

Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative, enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in habitable conditions which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under

provision of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for

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consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

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

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. **MAINTNANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the

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project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. **DEFECT LIABILITY**

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

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

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

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance

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

15. **USAGE**

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

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and

condition and shall not do or suffer to be done anything in or to the Building or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable

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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. 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 face/façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Apartment with full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements,

Contd.p/23..

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requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by Competent Authority(ies) except for as provided in the Act.

19. PROMOTR SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and 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/Building.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned

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Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the

Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitute4s the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the Parties in regard to the said apartment/building, as the case may be.

23. **RIGHT TO AMEND**

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

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

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

Contd.p/25..

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and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE**

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

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

26. **SEVERABILITY**

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

Contd.p/26..
Page- 26.

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

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

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in the

Agreement dated, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at 9, Hemanta Bose Sarani of Ward No. 11 and/or Bidhan Pally of Ward No. 24, under Post & Police Station of Madhyamgram, Pin- 700129 within the local limits of Madhyamgram Municipality in the District of North 24-Parganas.

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30. NOTICES

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

| | |
|---|--------------------------|
| | Name of the Allottee. |
| | Address of the Allottee. |
| Sri Ashim Kumar Sarkar | Name of the Promoter |
| 9, Hemanta Bose Sarani of Ward No. 11 and/or Bidhan Pally of Ward No. 24, under Post & Police Station of Madhyamgram, Pin-700129 within the local limits of Madhyamgram Municipality in the District of North 24-Parganas | Address of the Promoter. |

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

[The other terms and conditions are as per the contractual understanding between the parties, however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. THE OTHER TERMS AND CONDITIONS

All Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the carpet area (.....) Sq. Ft. more or less equivalent to (.....) Sq. Mtr. more or less, being Apartment No.- of BLOCK-, located at Floor towards Corner/Side of the proposed building namely, “RADHARANI HOUSING COMPLEX” and the Garage being No. admeasuring carpet area of (.....) Sq. Ft. equivalent to (.....) Sq. Mtr. more or less for the purpose of four wheeler car parking, located at Ground Floor of the said building.

The Total Price for the Rs./- (Rupees)
only in respect of the apartment:

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BLOCK-
Apartment No. -

Rate of Apartment per square
feet – Rs./- (little
less/more than as specified
above)

Type- Floor Tiles
Floor- Floor

Total Price Rs./- (Rupees) only:

Apartment:

| | |
|---|--|
| Cost of Apartment | Rs./- (Rupees)) only |
| Cost of exclusive balcony or verandah areas | NA |
| Cost of exclusive open terrace areas | INCLUSIVE |
| Proportionate cost of common | NA |

| | |
|-------------------------------------|--|
| areas | |
| Location charges | NIL |
| Taxes | EXTRA (to be paid by the allottee) |
| Maintenance charges | Rs./- (the time being for months) |
| Amenities charges | Rs./- (Rupees) only |
| Registration cost | EXTRA (to be paid by the allottee) |
| Holding Organization (Association) | Rs./- (as first down to be given in Association fund) |
| Charges for the meter as applicable | EXTRA (to be paid by the allottee) |

Garage:

| | |
|----------------------------------|------------------------------------|
| Cost of Garage /covered parking- | Rs./- (Rupees) only. |
|----------------------------------|------------------------------------|

(‘Payment Plan’)

1. **Rs./- (Rupees) only** in respect of the said **FLAT** and **one Garage Space** for four wheeler car parking, located at **Ground Floor** of the said building at or for lump sum total consideration worth of **Rs./- (Rupees.....)**

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only so, conjointly in respect of the **FLAT AND GARAGE SPACE** i.e. the amount worth of **Rs./- (Rupees) only** and the Allottee paid the amount **Rs./- (Rupees) only** by Cheque as an earnest or advance money and/or part payment of total consideration money and/or booking amount to the Promoter herein and the receipt whereof the Promoter doth hereby acknowledged and granted in favour of the Allottee and the balance due consideration amounting to **Rs./- (Rupees) only** y shall have to pay by the Allottee part by part in equal amount in each and every 30 days interval **within the period of (.....) months** from the

date of execution of these presents and the Allottee shall have to complete registration **within**) **months** from the date of execution of these presents positively by paying all due payment in favour of the Promoter;

2. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @ 0% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawas, once granted to an Allottee by the Promoter;
3. The expenses of registration of said Flat and Garage shall be borne by the Allottee exclusively and as such in addition to aforesaid total consideration (under Clause-1) the Allottee shall have to pay Registration fees including Stamp Duty in accordance with the Government norms and Advocate Fees, process fees, incidental expenses etc. on assessment value by cash and the same shall have to

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pay by the Allottee to the Promoter before 10 (ten) days from the date of Registration of the Proper Deed of Conveyance in respect of the said Flat including Garage and the date of registration will be fixed and informed by the Promoter to the Allottee by considering terms of this Agreement;

4. The Promoter shall have the right to raise storeys or put up additional structures on the terrace/roof of the said building by obtaining sanctioned plan from the Competent Authority of Madhyamgram Municipality as the case may be and for this purpose the Promoter, its men, agents, employees, masons, workers, surveyors, engineers shall be

at liberty at all times for ingress to and egress from the said building and to bring building materials and the Allottee shall render his/her/their best co-operation and assistance in this regard. Such additional structures and storeys shall in any event to be the property of the Promoter, who will be entitled to deal with the same in any way choose and the Allottee shall not be entitled to raise any objection in respect thereto, but such additional structures or storeys should be used for residential purpose only. The roof/terrace and/or ultimate roof/terrace of the said building shall always be the property of the Promoter and this agreement with the Allottee and all other agreements with other person/s and party/s who will be acquiring or purchasing other shops, flat/s and/or garages in the said building shall always be subject to the aforesaid right of the Promoter, who will be entitled to use the said terrace/roof for any purpose whatsoever including raising further structures as aforesaid and Allottee shall not be entitled to raise any objection to the same or to claim any abatement in the price of the said Flat and Garage agreed to be acquired and/or purchased by him or to

Contd.p/32..

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any compensation on the ground or inconvenience or any other person/s whatsoever but the Allottee including other co-owners of the building shall have the right to use the roof and/or ultimate roof purely on temporary basis – that is to say drying cloths, refreshing himself/herself/themselves including family members in the fresh air and the Allottee shall also have the right subject to the knowledge of the Promoter and other Co-owners of flats for and holding of social/marriage function by erection of pandal but as soon as the function is over, the said pandal etc. shall be removed. Be it specified that at any point of time in any event if any construction will come in to existence in the roof itself under such circumstances the common right

of the Allottee/s will be shifted to the ultimate roof of the building and the Allottee/s including Association, to be formed – shall have no right to raise any objection and/or any obstruction in respect thereto;

5. That for extra work, extra charges shall have to be paid by the Allottee to the Promoter as may be settled by and between the parties apart from this Agreement and it is the binding in part of the Allottee to clear such due payment before taking possession in respect of the said Flat and Garage;
6. All payments are to be made either by Cash or Demand Draft or Pay Order or Account Payee Cheque (subject to realization of the amount from the concerned Bank) in favour of the Promoter herein, **ADROSS PRIVATE LIMITED A/C. NO.** or as per advise of the Promoter or as agreed upon and receipts granted for the same;
7. The Allottee after having duly paid to the Promoter all amount payable by he/she under this Agreement as well as after completion of proper registration and having duly observed and performed all the obligations to be observed and performed by them will be at liberty to sell, transfer, convey mortgage, charges or dispose of the said Flat and Garage or otherwise assign and/or transfer their interest and/or the benefits of this Agreement or any part thereof;
8. That after registration of proper deed of conveyance, the Allottee being as owner shall have every right to dispose and/or transfer and/or let out the flat including garage space (jointly) in any manner but in any event if the Allottee desire to act with the garage only in separate basis for dispose of and/or let out the same under such circumstances the

Contd.p/33..

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Allottee firstly shall have to offer to the co-owners and/or society, to be formed, with a view to transfer by way of sale and/or let out the said garage space itself of the said building, so belongs to him and if the co-owners and/or society failed to purchase and/or failed to take the same on rental basis then the Allottee shall have every liberty to sale and/or let out the said garage space only unto or in favour of third party or parties, otherwise not;

9. All Legal Fees, Stamp Duties, Registration Fees, Advocate Fees and other incidental costs for the registration of the said flat including garage shall be borne by the Allottee absolutely and Registration of proper Deed of Conveyance shall be made positively in favour of the Allottee through Promoter's nominated Advocate, who drafted this agreement, after clearing total payment of the consideration as mentioned hereinabove and/or hereinafter;

10. The Allottee shall be liable and responsible to pay proportionate maintenance costs in accordance with the norms of the Association of

Contd.p/34..

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the said building and the Allottee also liable to pay all share of Municipal Taxes, Local Bodies or Government in accordance with the norms of the concerned authority and Allottee will be accountable from the date of receipt of the possession letter after complete the registration of the proper Deed of Conveyance;

11. The Allottee shall not use the said unit in such manner or commit and act to cause nuisance or annoyance to the co-purchasers of other portions of the said building and also the Allottee shall have the right to use the said FLAT/APARTMENT for residential purposes and the said Garage for the four wheeler car parking purposes but must not in such a

manner so that, it should create any noise and/or disturbances to the other inhabitants of the said unit and/or building including neighbors;

12. The Allottee shall not allow or permit to be allowed to store any goods, articles or things in the staircase, lobbies, lift space (if any) and other common parts of the said building or any part and portion thereof. The Allottee shall neither block nor permit any blocking of the staircase, lobbies, lift (if any) or other common parts of the said building or any portion thereof;

13. The Allottee shall not throw or accumulate any dirt, rubbish, rags or permit the same to be thrown or accumulated or allow the same to be accumulated in any portion of the said building save and except indicated place;

14. The Allottee will not keep any heavy articles or things, which may cause damage to the floor or shall not operate any heavy machine save that for usual quiet domestic purposes and shall not store any inflammable,

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obnoxious and/or dangerous articles or goods in the said unit or anywhere else in the demised premises;

15. The Allottees shall not use the grinding stone for space or anywhere in the unit or use mortar parties (Hamaldista) in such space or anywhere in the unit;

16. The Allottee shall be entitled to get on payment of full purchase consideration proportionate share in respect of the underneath land, which shall be treated undivided forever and for common rights, amenities and facilities in respect of common areas, service areas and

other constructed common areas of the said building as specified for the flat owners as per SCHEDULE hereunder written;

17. The Allottee shall have to install separate electric Meter for the said FLAT in the space as determined meter room at his/her/their own costs and expenses;
18. The Allottee shall be the member of Association or Bodies among all Co-owners including Promoter for maintenance or protection of the said building which will be formed after completion of the said building and the Allottee shall have to abide by all rules and regulations of the said Association to be formed in near future. Be it mentioned that the Allottee shall also be liable to pay Rs./- (Rupees) only as security deposit to the Promoter herein for the purpose of formation of the Association and such amount always will be treated as the joint property of all co-owners of the said building including the Promoter herein;

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19. After providing possession the Allottee being as Owner will be entitled maximum period of 30 (thirty) days from the date of providing possession with a view to lodge complain of any defect of any kind of fixture and fittings of their ownership unit – to the Promoter herein for rectification, repair etc. and thereafter and/or after expiry of the said period the Promoter will not entertain any kind of complain of such particular unit as well as not liable to rectify any defect of any kind of fixture and fittings including subject matter of construction of such particular unit at free of cost but after expiry of such period if any complain arises in connection with any fixture and fittings under such circumstances same will be rectified by the Promoter at Allottee's cost;

20. That after registration of proper Deed of Conveyance and/or after taking possession the Allottee shall have to take immediate step to install separate electric meter in his/her/their own names duly complied all the norms of the WBSEDCL but before to that Allottee shall have the liberty to enjoy electrical energy from the common meter by paying the requisite charges in favour of the Promoter for the time-being;
21. The Allottee shall have no right and/or authority to engage any kind of workmen masons, coolies, labours, etc. at any point of time unless the Association will be formed for any kind of repair, rectification of any fixture and fittings as well as constructional matter without due notice to the Promoter herein and if anything require to be done then such matter must be routed through the Promoter at the cost of the Allottee herein, subject to the condition of the terms as referred hereinabove;
22. In addition to others amount the Allottee liable to pay the maintenance charges in favour of the Developer @ Rs./- (Rupees)
- Contd.p/37..
- Page- 37.
- per Sq. Ft. for a period of 12 (twelve) months from the date of registration of the deed of Conveyance and/or until and unless the building will be handed over to the Holding Organization, whichever is higher – in accordance with total Sq. Ft./Sq. Mtr. as specified in the SCHEDULE- B hereunder written and to that effect Allottee liable to pay further amount if so required in favour of the Promoter herein;
23. All of the legal matters is under the jurisdiction of Hon'ble High Court Calcutta and/or Trial Courts in jurisdiction, considering the location of the said property;

24. The registration must be done through Promoter's nominated advocate;

25. In case of death or accident if any, either of the party the legal heirs and successors shall be substituted in such place and the legal heirs shall abide by the same terms and conditions as laid down in this indenture;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata (North 24-Parganas) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(i) | _____
SIGNATURE

NAME

ADDRESS

Please affix photograph and sign across the photograph as Allottee

Please affix photograph and sign across the photograph as Allottee

Contd.p/38..
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(ii) | _____
SIGNATURE

NAME

ADDRESS

Promoter:

(i) | _____
SIGNATURE

NAME

ADDRESS

(ii)

SIGNATURE

Please affix photograph and sign across the photograph as Director 1 with seal.

Please affix photograph and sign across the photograph as Director 2 with seal.

NAME

ADDRESS

At on

in the presence of

WITNESSES:

(i)

SIGNATURE

NAME

ADDRESS

(ii)

SIGNATURE

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NAME

ADDRESS

**SCHEDULE- A ABOVE REFERRED TO:
(THE DESCRIPTION OF THE SAID PROPERTY INCLUDING SAID BUILDING)**

ALL THAT proposed multi-storeyed and/or G+5 storeyed building of different towers namely, **“RADHARANI HOUSING COMPLEX”** standing over and above piece and parcel of the landed property measuring an area of **1.62 Acre and/or 162 Decimals** more or less, being Premises known as 9,

Hemanta Bose, Sarani, lying and situated at Mouza- Udayrajpur of Touzi No. 146, R.S. No.- 6 of J.L. No.- 43 under L.R. Khatian No. 5788 comprised in L.R. Dag Nos. 2252, 1441 & 1448 under Post & Police Station of formerly Barasat and presently Madhyamgram within the local limits of Madhyamgram Municipality of Ward No.- 11, PIN- 700129 in the District of formerly 24-Parganas and the said land is butted and bounded are as follows:

- ON THE NORTH BY** : Others land.
ON THE SOUTH BY : Others land.
ON THE EAST BY : Others land.
ON THE WEST BY : 18' ft. Municipal Road i.e. Hemanta Bose Sarani.

SCHEDULE- B ABOVE REFERRED TO:
(THE DESCRIPTION OF THE SAID FLAT INCLUDING GARAGE (IF ANY))

ALL THAT one self-contained **RESIDENTIAL FLAT** consist of ... (.....) Bedroom, ... (.....) Dinning cum Drawing Space, ... (.....) Balcony, ... (.....) Kitchen & ... (.....) Toilet cum Privy admeasuring **Carpet area of** (.....) Sq. Ft. equivalent to (.....)

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Sq. Mtr. more or less and covered area of (.....) Sq. Ft. equivalent to (.....) Sq. Mtr. more or less and measuring an area of (.....) Sq. Ft. equivalent to (.....) Sq. Mtr. more or less **including super built up of area and/or Salable area**, being **Flat No.-** ... of **BLOCK-** ..., located at **Floor** towards **Corner/Side/Portion** of the demised building as well as one covered **Garage space** (if any) for the purpose of four wheeler car parking admeasuring an area of (.....) **Sq. Ft.** equivalent to (.....) Sq. Mtr. more or less, located at **Ground Floor** of the said building namely, **“RADHARANI HOUSING**

COMPLEX” including all common rights amenities and facilities mentioned in the **SCHEDULE- C** hereunder written together with undivided impartible proportionate share of the land on which the said building is under construction as mentioned in **SCHEDULE- A** hereinabove.

SCHEDULE- C ABOVE REFERRED TO:

THE DESCRIPTION OF COMMON PARTS & PORTION INCLUDING COMMON AMENITIES AND FACILITIES SCHEDULE- C ABOVE REFERRED TO:

1. Staircase on all the floors of the said building of the Tower duly marked as BLOCK- by considering the terms as mentioned hereinabove in connection of the said Roof.
2. Staircase landing on all the floors.
3. Lift and space for the lift of the said building (if any).
4. Common passage on the ground floor.
5. Water pump, overhead water tank, water pipes and other common plumbing's installation of the said flat.
6. Drainage and sewerage.
7. Motor pump sets and pump house.
8. Boundary wall and main gates.
9. Space for Electric Meter installation for the said flat.
10. Such other equipment, installations, fixtures, fittings and spaces in or within the same building comprised within the said premises as are necessary for passages to the users and occupiers of the flats.

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SCHEDULE- D ABOVE REFERRED TO:

THE DESCRIPTION OF CONSIDERATION AND/OR THE AMOUNT UNDER DIFFERENT HEADS OF THE SAID FLAT /GARAGE:

Total cost of the flat including GST. Rs /- Rupees

| | | | |
|--|----|----------|--------------|
| | . | | only. |
| Total Cost of the Garage | Rs |/- | Rupees |
| | . | | only. |
| Security deposit for Association | Rs |/- | Rupees |
| | . | | only. |
| Maintenance Charges for a period of 12 months from the date of registration as extra @ Rs./- per Sq. Ft. on saleable area | Rs |/- | Rupees |
| | . | | only. |
| Extra works if any of the unit, which beyond schedule to be done through developer against payment of the purchaser, if so required. | Rs | As extra | EXTRA |
| | . | | |
| Separate meter for the unit at purchaser's cost to be paid by the purchasers. | Rs | As extra | EXTRA |
| | . | | |
| The cost of the Registration of the said flat to be paid by the purchaser/s. | Rs | As extra | EXTRA |
| | . | | |

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SCHEDULE- E ABOVE REFERRED TO:
THE COMMON EXPENSES

1. The expenses of repairing and maintaining of the main structure and boundary walls of the said premises, gutters, rainwater pipes, electric wires etc., in or under or upon the building.
2. The cost and expenses of working, running and general maintenances of water and electric motors, generators, pump and other light stand equipments and service charges thereof.
3. The salaries and other expenses of Chowkidars, Sweepers, Caretaker, Electrician, Plumber etc., employed from time to time for common purposes.

4. The maintenance of main gate, boundary walls etc.
5. Insurance of the Building.
6. Other charges and expenses as may be found necessary by the Association from time to time.
7. The cost and expenses of decorating the exterior and interior of the building.

SCHEDULE- F ABOVE REFERRED TO:
THE DESCRIPTION OF THE SPECIFICATION OF WORK WITH MATERIALS OF THE SAID FLAT

1. **Structure** : Foundation will be with R.C.C. Column in strip foundation suitable for construction of the building and the tie beams are also provided below ground level linked with column each other supported by the approved plan.
2. **Super structure** : This will be R.C.C. Column connected with R.C.C. beams to each other frame structure including 4` thick R.C.C. roof structure. Height from Floor level to roof level minimum 9 ½ ` (without flooring).
3. **Brick work** : All external wall will be 250/125 mm AAC Block (as required) thick with A -Class approve quality bricks in 1:6 (C.M.) and all internal wall will be 125/100 mm
Contd.p/43..

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AAC Block thick interior walls in 1:4 (C.M.). The balcony railing will be 3` 3`` (three fit three inches) height.
4. **Flats** : Flat consists Bedrooms, Drawing & Dining room, Kitchen, Balcony, Toilets/Privy.
5. **Plaster** : All walls to be cement plastered (1:5) and ceiling plastered (1:4) punning ratio cement putty ¾`` thick average and plaster in ceiling will be ½`` thick average.
6. **Wall finishing** : Inner walls with POP or Putty finish over plastered surface. Wall putty with high quality weather resistant exterior grade paint for exterior walls and the cement based putty over plastered surface.
7. **Flooring** : Verified tiles for all Bedrooms, Study/other rooms (if

any), Living/Dining rooms and Antiskid tiles for Kitchen, Bathroom and Balcony. Neat cement with marble checkered pattern for Staircase & Common areas.

8. **Bathroom** : Floor with only shid tiles with 4`` dado and wall 6` height with ceramic tiles 18``x12`` size in wall.
9. **Doors** : Main entrance will be reputed make water proofing and pre-engineered internal flush door painted with synthetic enamel, locks, handles and door stoppers of ISI standard make.
10. **Sanitary** : C.P. fittings and cmmode either Hindware or reputed brand (like Jaguar).
11. **Toilet door** : PVC shutter and frame with all tower bold and other necessary fittings.
12. **Windows** : Sliding powder-coated aluminium glazed windows with clear and covered with M.S. Grill.
13. **Water source and system** : The building will be totally equipped with source of water duly energizing submersible pump set.
14. **Toilets** : W.C. European type with provision of tap and entire pipe line will be concealed.
15. **Kitchen & Kitchen wall** : Granite finish cooking platform and stainless steel sink with drain board. Wall dado of ceramic tiles up to three feet height above counter top.

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16. **Electrical** : Concealed and fire-proof wiring with modular switches. Adequate light and power points with standard distribution board with MCB, TV and that is to say in two bedrooms unit about 25/27 points and for three bedrooms unit about 32/35 points.
17. **Elevator** : One or Two elevator/s of reputed make for each tower, consist of maximum 4/6 passengers.
18. **Security and Fire Fighting Arrangements** : 24 hours security services and complete fire-fighting arrangements (likesand bucket and extinguishers) in appropriate locations in every block.
19. **Generator** : 24 hours power back-up for common area connecting every floor.

20. **Water outlet system** : Flat shall be completed with all out let pipes and rain water pipes.

Drafted by:

Uttam Kumar Sarkar, ADVOCATE,
Calcutta High Court
Enrolment No. F-733/700-03.
“*LAW CHAMBER*”, Bharati Apartment,
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Typed by:

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Kolkata – 700 090

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MEMO OF CONSIDERATION

Received **Rs.**
.....
.....
..... out of total consideration amount worth of **Rs.**/-
(Rupees) **only** in respect of
the said flat including garage only.

WITNESSES:

1.

1. | _____

2. |

**SIGNATURE OF THE DIRECTORS OF
ADROSS PRIVATE LIMITED
OWNER/DEVELOPER
ASHIM KUMAR SARKAR & MOHIDUL
ISLAM**

2.