

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this _____ day of _____, Two Thousand and Twenty Four
(2024) in the Christian Era;

BETWEEN

1) SMT. SUDIPTA MALICK (PAN: AERPM3530L), (AADHAR NO. 7062 5739 8406) wife of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation Housewife, **2) SHRI MAINAK MALICK (PAN: BQUPM0947K), (AADHAR NO. 9860 8876 2047)** son of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation service, **3) SMT. MAITREYEE MALICK (PAN: BUKPM1529H), (AADHAR NO. 9523 9568 1393)** wife of Shri Arijit Bhattacharjee and daughter of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation business all are residing at 53B/1A, Garcha Road, P.O. Ballygunge, P.S. Gariahat, Kolkata - 700019, hereinafter called and referred to as "**OWNERS/FIRST PARTIES**" duly represented by their Constituted Attorney namely - **U S T CONSTRUCTIONS (PAN: AAEFU0695H)** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY, (PAN: ALHPRO226K & AADHAAR NO. 4284 6400 6706) & MOBILE NO. 9674675024)** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, appointed by the strength of a "Development Power of Attorney", which was duly registered on _____ day of January, 2022, in the office of the _____, and duly recorded in Book No. I, Volume No. 160 -2022, Pages _____ to _____, Being No. 160 - _____, for the year 2022, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

MR. _____, (PAN: _____ & AADHAAR NO. _____ & MOBILE NO. _____) son of _____, by Occupation - _____, by faith: Hindu, residing at _____, _____ Road, Post: _____, within Police Station - _____, Kolkata: 7000_____, in the District - South 24 Parganas, West Bengal, India, hereinafter solely/jointly called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

U S T CONSTRUCTIONS (PAN: AAEFU0695H) a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700053, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY, (PAN: ALHPRO226K) (AADHAAR NO. 4284 6400 6706) (MOBILE NO. 9674675024)** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India, hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, administrators, legal representatives, successors, successors-in-office and/or assigns) of the **THIRD PART.**

RECITAL

WHEREAS One Sri Anadi Prasad Das was the sole and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of revenue free land measuring about 5 Cottah 1 Chittaks 9 Sq. Ft., together with a partly two storied and partly three storied brick built messuage tenement and dwelling house on a portion of the land, formed out of Holding No. 363 in Mouza Beltola, Dehi Bhawanipore Sub Division P of Division V situated at Premises No. 53B, Garcha Road), in the town of Calcutta, Police Station then Ballygunge now Gariahat lying and situate at Municipal Premises No.53B, Garcha Road, Calcutta, which he duly purchased from one Durga Charan Mitter by virtue of registered Deed of Sale dated 1st day of November, 1928, registered in the office of the Sub-Registrar at Sealdah and recorded in Book No. 1, Volume No.23, Pages 97 to 104, Being No. 822 for the year 1928.

AND WHEREAS Said Sri Anadi Prasad Das during his lifetime made and executed his Last Will and Testament dated 17th day of May, 1946 thereby devising and bequeathing all his properties estate and effects whatsoever inter-alia, the said plot of land at Municipal Premises No. 53B, Garcha Road, Calcutta, unto and in favour of his son Ajoy Kumar Das and declared him as the ultimate beneficiary of the property as well as executor/trustee of the said Will subject to a right of residence given to his daughter, Aruna Das limited to and until the period of her getting married.

AND WHEREAS Thereafter the said Sri Anadi Prasad Das died on 3rd December, 1946 leaving behind the said Will and Testament dated 17th May 1946 and upon his death, the necessary Probate Application was made and initiated by the said Ajoy Kumar Das as Executor of the said Will and Testament dated 17th May 1946 before the Hon'ble High Court being Case No. 76 of 1947 and upon widely complying with all legal formalities, the Probate was duly granted on 13th February, 1947 in respect of the said Will and Testament by the said Hon'ble Court in its Testamentary and Intestate Jurisdiction unto and in favour of the said Ajoy Kumar Das.

AND WHEREAS In terms of the said Will and Testament dated 17th May 1946 duly probated, the said Ajay Kumar Das became the sole and absolute owner in respect of the said entire property subject to the right of residence given to his sister in the premises, as aforesaid, which stood ceased with her marriage being solemnized in the year 1949 and since thereafter the said Ajay Kumar Das had been enjoying the said property in entirety as it absolute owner at the exclusion of any right of any person(s) whomsoever and while seized and possessed of the said land, the said Ajay Kumar Das sold, transferred and conveyed a demarcated portion of the said land equivalent to and measuring about 1 Cottah 3 Chittaks 32 Sq. Ft. being the South Western portion thereof to a third party which has since been known as Municipal Premises No. 53/1, Garcha Road;

AND WHEREAS While seized and possessed of the said remaining area of land, the said Ajay Kumar Das sold, transferred and conveyed the same being **ALL THAT** the piece and parcel of demarcated land measuring about 3 Cottahs 13 Chittaks 22 Sq. Ft. with a partly two storied and partly three storied building standing thereon situate at and being Municipal Premises No. 53B, Garcha Road, Calcutta unto and in favour of one Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick for a valuable consideration by a Deed of Sale dated 14th

October 1977 registered in the office of the Registrar of Assurances Calcutta and recorded in Book No.1, Volume No.184, Pages 165 to 178, Being No. 4834 for the year 1977.

AND WHEREAS By virtue of the said Deed of Sale dated 14th October 1977, the Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick became the joint owners in respect of the said piece and parcel of demarcated land measuring about 3 Cottahs 13 Chittaks 22 Sq. Ft. together with a partly two storied and partly three storied building standing thereon at and being part of Municipal Premises No.53B, Garcha Road, Calcutta morefully and particularly described in the SCHEDULE-A written hereunder and hereinafter referred to as "Said Premises" or "Said Property" each having an undivided 1/3rd Share each in respect thereof.

AND WHEREAS Said Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick in order to have a better and beneficial enjoyment of all the properties owned by them including the said premises had made and executed a registered Deed of Partition dated 13th October 1988 registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.288, pages 126 to 145, Being No.11394 for the year 1988.

AND WHEREAS In terms of the said Deed of Partition dated 13th October 1988, the said Sankar Nath Mallick as Party of the First Part and Amar Nath Mallick as Party of the Third Part, transferred their undivided half part or share at the said Premises No. 53B, Garcha Road in favour of Kashi Nath Mallick which has been mentioned in SCHEDULE-III(A) therein, while the said Sankar Nath Mallick as Party of the First Part and Kashi Nath Mallick as Party of the Second Part transferred their undivided half part of share at Municipal premises No.53B, Garcha Road, in favour of Amar Nath Mallick which has been mentioned in SCHEDULE-IV(A) therein.

AND WHEREAS By the said Deed of Partition dated 13th October 1988, the said Sankar Nath Mallick transferred his said Undivided 1/3rd Share thereby relinquishing his entire right, title and interest in respect of said Municipal Premises No. 53B, Garcha Road in favour of his said two brothers Kashi Nath Mallick & Amar Nath Mallick and by virtue thereof, the said Kashi Nath Mallick & Amar Nath Mallick became the joint owners of Municipal premises No. 53B, Garcha Road each having an undivided one-half share.

AND WHEREAS The said Amar Nath Mallick during his lifetime made and executed his Last Will & Testament dated 19th August, 1998 in respect of his one-half share in the said premises whereby he devised and bequeathed the same unto and in favour of his brother said Kashi Nath Mallick and declared him as the ultimate beneficiary of his undivided share forever as well as sole executor of the said Will.

AND WHEREAS Thereafter the said Amar Nath Mallick died as bachelor on 27th September, 1999 leaving behind him his said Will and Testament dated 19th August, 1998 and upon his death, the necessary Probate Application was made and initiated by the said Kashi Nath Mallick as Executor before the Hon'ble District Delegate at Alipore under Act. 39, vide Case No. 455 of 1999 and upon widely complying with all legal formalities, the Probate was duly granted on 07th June, 2000 in respect of the said Will and Testament by the said Hon'ble Court in its Testamentary and Intestate Jurisdiction unto and in favour of the said Kashi Nath Mallick. The formal probate of the said Will was granted on 14th June, 2000.

AND WHEREAS In pursuance of the Probate granted by the Hon'ble Court as aforesaid, the said Kashi Nath Mallick became the sole and absolute owner in respect of All that the said property comprising of a piece and parcel of demarcated land measuring about 3 Cottahs 13 Chittaks 22 Sq. Ft. together with a partly two storied and partly three storied building standing thereon situate at and being Municipal Premises No. 53B, Garcha Road, Calcutta.

AND WHEREAS The said Kashi Nath Mallick got his name mutated and separately assessed in the records of the Kolkata Municipal Corporation under Assessee No.11-086-09-0163-8 in respect of the said land measuring about 3 Cottahs 13 Chittaks 22 Sq. Ft. part of Municipal Premises No.53B, Garcha Road and upon such assessment, it has since been known as Municipal Premises No.53B/1A, Garcha Road being held, used and enjoyed by him upon payment of the necessary taxes and outgoing to the appropriate authority(s).

AND WHEREAS While seized and possessed of the said property, the said Kashi Nath Mallick died intestate on 21st September, 2012 surviving his widow namely Smt. Sudipta Mallick, only son Sri Mainak Mallick and only daughter Smt. Maitreyee Mallick as his heirs and/or legal representatives within the meaning of Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and successors of the said Kashi Nath Mallick became the joint owners of the said premises each having an Undivided 1/3rd Share each in respect thereof.

AND WHEREAS The said Smt. Sudipta Mallick, Sri Mainak Mallick and Smt. Maitreyee Mallick (the Present Owners herein) being desirous of developing the said premises had engaged a real estate developer namely M/s. ZEED-BEE Developers LLP by entering into a Development Agreement along with a Development Power of Attorney dated 1st March, 2019. However, the said agreement and agency have been mutually cancelled and revoked between the parties by virtue of a Cancellation Agreement dated 17th January, 2022 and by virtue of such cancellation, the said developer ceased to have any right or interest in respect of the said premises.

AND WHEREAS thus said Smt. Sudipta Mallick, Sri Mainak Mallick and Smt. Maitreyee Mallick, became the absolute owner of the said undivided Property they desired to construct a Multi-Storied Building upon their said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said all present Owners have decided to further engage and appoint one **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India.

AND WHEREAS to avoid future complications the Owners and Developer executed and registered a Development Agreement on _____, which was duly registered at the office of _____, which was duly recorded in Book No. I, Volume No. 160_-202_, Page from _____ to _____, Being Deed No. 160_- _____, for the year 202_.

AND WHEREAS thereafter the said Owners executed and registered a Development Power of Attorney in favour of the aforesaid Developer on _____, which was duly registered at the office of _____, which was duly recorded in Book No. I, Volume No. 160__-202__, Page from _____ to _____, Being Deed No. 160__-_____, for the year 202__.

AND WHEREAS thereafter said **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, the DEVELOPER of the said **ALL THAT the piece or parcel of land measuring about 3 Cottahs 13 Chittaks 22 Sq. Ft. together with a partly two storied and partly three storied brick built messuage tenement and dwelling house thereon formed out of Holding No.363 in Mouza: Beltola, Dehi Bhawanipore Sub Division P of Division V lying and being situated at KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, in the Dist. 24 Parganas (South)** and desired to construct a Multi-Storied Building upon the said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said DEVELOPER sanctioned a Building Plan vide **B.S. Plan No. _____, Dt. _____** from the Kolkata Municipal Corporation for construction of a Multi Storied Building upon the said **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, in the Dist. 24 Parganas (South), West Bengal, India.**

AND WHEREAS during the progress of the construction work of the said building the Purchaser approached to the Developer to purchase a FLAT in the said building from the Developer's Allocation and the Developer agreed to sale to the Purchaser, a "Flat" No. ____, measuring about _____ Sq. Ft. Super Built-up Area be the same a little more or less in the _____ Floor consisting of Two Bed Rooms, One Drawing, One Kitchen, One Dining, One Toilet, One W.C. & One Balcony, ALONG WITH one CAR PARKING SPACE measuring about 120 Square Feet, in the **GROUND FLOOR, TOGETHER WITH** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "Said FLAT" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South)** which is morefully and particular mentioned and described in the **FIRST SCHEDULE**, hereunder written free from all encumbrances, trusts, charges, liens, lispences, attachments, claims to the Purchaser hereto for the total **consist of Base price of Rs. _____/- (Rupees _____) only plus Price of Car Parking Space Rs. _____/- (Rupees _____) only and 5% GST amounting to Rs. _____/- (Rupees _____) only comes to total Consideration of Rs. _____/- (Rupees _____) only** and for the purpose requested to the Developer to enter into an agreement for sale with the Owner and the Developer.

The Kolkata Municipal Corporation has granted the Commencement Certificate to develop the Project vide approval dated _____ bearing No. _____;

AND WHEREAS said **UST CONSTRUCTION** the Developer being agreeable to sell the aforesaid Unit/Flat forming part of its allocation as aforesaid along with the right to park one motorcar for the consideration proposed by the Purchaser, accepted such offer of the Purchaser on the terms and conditions hereinafter appearing:-

A. The Purchaser has perused the documents of title, the aforesaid development agreements and allotment agreements and the sanctioned building plan and has satisfied himself about the right, title and interest of the Vendor & Developer and the legality of the construction.

B. The Purchaser has satisfied himself that the **Carpet Area** of the said Unit No. _____ situated on the _____ Floor of Block would be _____ square feet.

C. In this Agreement, unless it is contrary or repugnant to the context or meaning, the following expressions shall have the meaning given against each item.

- a) **VENDOR** shall mean **1) SMT. SUDIPTA MALLICK** wife of Late Kashi Nath Mallick, **2) SHRI MAINAK MALLICK** son of Late Kashi Nath Mallick, and **3) SMT. MAITREYEE MALLICK** wife of Shri Arijit Bhattacharjee and daughter of Late Kashi Nath Mallick, all are residing at 53B/1A, Garcha Road, P.O. Ballygunge, P.S. Gariahat, Kolkata - 700019, described above and its/his/her/their respective successors, liquidators, legal representatives, heirs, executors, administrators, and assigns its successors administrators and assigns.
- b) **DEVELOPER**: shall mean **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700053, in the District: 24 Parganas (South) West Bengal, India, duly represented by its **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India,
- c) **PURCHASER**: shall mean _____
son/daughter/wife of _____, resident of _____
And _____
son/daughter/wife of _____
resident of _____ and their respective heirs, executors, administrators, legal representatives and assigns.

- d) **UNIT:** shall mean the Unit No. _____ situated on the _____ Floor of the building complex known as ' _____ ' as more fully described in the **FIRST SCHEDULE** hereunder written and bordered in Red ink on the floor plan annexed hereto.
- e) **CARPET AREA:** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. This area shall be measured and certified by the Architect of the project.
- f) **PROPORTIONATE SHARE:** shall mean the undivided impartible proportionate share which is agreed, fixed and settled to be the Purchaser's share in the land, the common portions and in all other common rights and liabilities including the common expenses.
- g) **COMMON PARTS:** shall mean the common portions more fully described in the Eighth Schedule hereunder written.
- h) **COMMON EXPENSES:** shall mean the expenses described in the _____ Schedule hereunder written and shall include all the costs involved in maintaining and upkeep of all the common parts as described in the _____ Schedule.
- i) **CO-OWNERS:** shall according to its context mean all persons who have agreed to own Units in the proposed building including the Vendor in respect of the un acquired Units till such flats are acquired by others.
- j) **PLAN:** shall mean sanctioned building plan obtained from the **Kolkata Municipal Corporation** in respect of the buildings on the property described in the First Schedule hereto being **Building Plan vide B.S. Plan No. _____, Dt. _____ for construction of a Multi Storied Building upon the said KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, in the Dist. 24 Parganas (South), West Bengal, India,** as also further plans to be obtained from such Municipality together with all modifications and amendments thereto.
- k) **MAINTENANCE ASSOCIATION:** shall mean the association of the owners/purchasers of different units in the proposed buildings to be collectively known as "**UST _____**" to be constituted for management of the common areas and common services including.

- l) **FORCE MAJEURE**: shall mean Acts Of God, Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Strike, Labour Trouble, Order Of Injunction, action by the government or any agency thereof and/or any other act or commission beyond the reasonable control of the parties hereto.
- m) **ARCHITECT**: shall mean ' _____ ' at _____, Kolkata:7000 _____ appointed by the Developer.
- n) **ADVOCATE**: shall mean Mr. Asoke Das of Alipore Judges' Court, Kolkata: 700027.

That the Singular includes Plural and vice-versa and Masculine includes Feminine and Vice-Versa.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

- A.** The Developer shall construct the said building/s consisting of **Multi Storied Building** on the said plot of land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them:
- B.** The said land is earmarked for the purpose of building of a residential cum commercial project, comprising twenty multi-storied apartment buildings and one commercial building and the said project shall be known as "**UST _____**" ("Project").
- C.** The Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the said land on which Project is to be constructed have been completed.
- D.** The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval being **Building Plan vide B.S. Plan No. _____, Dt. _____**. The Vendors have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the buildings from the Kolkata Municipal Corporation. The Vendors agree and undertake that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- E.** The Developer had registered of the said project under the provisions of the **West Bengal Housing Industry Regulatory Act** and have obtained registration of the project under the **Real Estate (Regulation and Development) Act, 2016** bearing **Registration No. WBRERA/___/___/202___/_____ (Project ID WBRERA/NPR-_____)**.

F. The Purchaser/Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted Unit No. _____ measuring _____ square feet of carpet area equivalent to _____ square feet of super- built area situated on the _____ Floor of the Block being constructed by the said **UST CONSTRUCTION** on the lands described in the **First Schedule** hereto together with the **Right To Park One Motor Car in the open/covered/independent/dependent/ Mechanical Car Parking Space(S) at the Ground Floor** level as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the Fourth Schedule and the floor plan or the apartment is annexed hereto and marked as Map - I);

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

H. The Parties agree that the instant agreement comprises the entire agreement between the parties and no term or condition of this agreement shall be changed at any time unless the same is in writing duly signed by the parties hereto and it will not be open to any of the parties to allege that any oral agreement de hors this agreement was entered into.

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

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Apartment as specified in the Fourth Schedule hereunder.

NOW THEREFORE in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. **TERMS:**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Vendors hereby agree to sell to the Purchaser /Allottee(s) and the Purchaser /Allottee(s) hereby agrees to purchase, the Apartment described in the Second Schedule hereunder.

1.2 The Total Price for the Unit / Apartment based on the carpet area is the amount of Rs. _____ (Rupees _____) ("Total Price") mentioned in **Part - I of the Fifth Schedule** hereunder written and payable in the manner set out in Part - II of the Fifth Schedule hereunder written.

<p>Block/Building/Tower No. _____ Apartment No. _____, Type _____, on _____ Floor</p>	<p>Price of Apartment on Carpet Area per square feet Rs. _____ x _____ sq. ft. Rs. _____/-</p>
<p>Proportionate cost of common areas, Preferential location charges and Cost of exclusive balcony area and/or exclusive open terrace area</p>	<p>Rs. Nil</p>
<p align="center">AND</p> <p>GST @ on Apartment (at current rates)</p>	<p>Rs. _____/-</p>
<p align="center">AND</p> <p>Maintenance Charge deposit</p>	<p>Rs. _____/-</p>

Explanation:

(i) The Total Price above includes the booking amount paid by the purchaser/Allottee to the Vendors towards the Apartment.

(ii) The Price above includes Taxes (consisting of tax paid or payable by the Vendors by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor, by whatever name called) unto the date of the handing over the possession of the Apartment to the purchaser/Allottee and the Project to the association of Purchaser/Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the purchaser/Allottee(s) to the Vendor 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 Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the purchaser/Allottee;

(iii) The Vendor shall periodically intimate to the purchaser/Allottee(s), the amount payable

as stated in (i) above and the purchaser/Allottee(s) shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the purchaser/Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) *The Total Price of Apartment/ Plot 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.*

1.3 *The Total Price is escalation free, save and except increases which the purchaser/Allottee(s) 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 Vendor undertakes and agrees that while raising a demand on the purchaser/Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/ order/ rules/regulations to that effect along with the demand letter being issued to the purchaser/Allottee(s), which shall only be applicable on subsequent payments:*

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the purchaser/Allottee.

1.4 *The Purchaser/Allottee(s) shall make the payment as per the payment plan set out in Part - II of the Fifth Schedule hereunder written ("Payment Plan").*

1.5 *The Vendors may allow, in their sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee(s) by discounting such early payments @ ____% per annum for the period by which the respective installment has been proponent. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/Allottee(s) by the Vendor.*

1.6 *It is agreed that the Vendor shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the Sixth, Eighth and Ninth Schedules hereto which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected in respect of the Apartment/building, as the case may be, without the previous written consent of the*

Purchaser/Allottee(s) as per the provisions of the Act:

Provided that the Vendor may make such minor additions or alterations as maybe required by the Purchaser/Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7** *The Vendor shall conform to the final carpet areas that has been allotted the Purchaser/Allottee after construction of the building is complete and the occupancy certificate the 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 Vendors. If there is reduction in the carpet areathan the Vendor shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Purchaser/Allottee, the Vendors may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in Part II of the Fifth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.*
- 1.8** *Subject to Para 9.3 the Vendors agree and acknowledge that the Purchaser/Allottee shall have the right to the Apartment as mentioned below:*
- (i)** *The Purchaser/Allottee(s) shall have exclusive ownership of the Apartment;*
 - (ii)** *The Purchaser/Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser/Allottee(s) in the commonareas is undivided and cannot be divided or separated, the Purchaser/Allottee(s) shall use the common areas, along with other occupants and maintenance staffetc., without causing any inconvenience or hindrance to them. It is clarified thatthe Vendor shall handover the common areas to the association of Purchaser/Allottees after duly obtaining the completion certificate from thecompetent authority as provided in the Act;*
 - (iii)** *That the computation of the price of the Apartment includes recovery of price ofland, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with exterior paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;*
 - (iv)** *The Purchaser/Allottee has the right to visit the Project site to assess the extentof development of the Project and his Apartment, as the case may be.*
- 1.9** *It is made clear by the Vendors and the Allottees agrees that the Apartment along with the parking*

space/facility being the subject matter of this agreement shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottee(s) of the Project.

1.10 The Vendor agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Purchaser/Allottee(s) which it has collected from the Purchaser/Allottee(s), for the payment of outgoing/dues (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 Vendor fails to pay all or any of the outgoing/ dues collected by it from the Purchaser/Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser/Allottee(s), the Vendor agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Purchaser/Allottee has paid a sum of Rs. _____/-
(Rupees

_____ only) as booking amount being part payment towards the Total Price of the Unit/Apartment at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan described in the **Fifth Schedule** hereunder as may be demanded by the Vendors within the time and manner specified therein.

Provided that if the Purchaser/Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the payment plan [through account payee Cheque / demand draft/ banker's Cheque or online payment (as applicable) in favour of **UST CONSTRUCTION** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('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 with such permission, approval which would enable the Vendor 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 Purchaser/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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendor accepts no responsibility in regard to matters specified in Para 3.1 above. The Purchaser/Allottee shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any, under the applicable laws. The Vendor shall not be responsible towards any third-party making payment/remittances on behalf of Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE :**

The Vendor shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit/Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan & the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Vendor undertake to strictly abide by such plans approved

by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Kolkata Municipal Corporation 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 Vendor shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

7.1 Schedule for possession of the said [Apartment / Plot] – The Vendor agrees and understands that timely delivery of possession of the Unit/Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees is the essence of the Agreement. The Vendor assures to handover possession of the Unit/Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on.....

Unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Unit/Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee(s) agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/Allottee(s) the entire amount received by the Vendor from the Allotment within 45 days from that date. The Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agreed that he/ she shall not have any rights, claims etc. against the Vendor and the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit/Apartment, to the Purchaser/Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor within three months from the date of issue of occupancy certificate]. The Vendor agrees and undertakes to indemnify the Purchaser/Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser/Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Vendor/ Association of Purchaser/Allottees, as the case may be, after the issuance of completion certificate for the Project. The Vendor shall handover the occupancy certificate of the Apartment, as the case may be, to the Purchaser/Allottee at the time of conveyance of the same.

7.3 Failure of Purchaser/Allottee to take possession of Unit/Apartment- Upon receiving a written intimation from the Vendor as per Para 7.2 above, the Purchaser/Allottee(s) shall take possession of the Unit/Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Unit/Apartment to the Purchaser/Allottee(s). In case the Purchaser/Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Purchaser/Allottee-After obtaining the occupancy certificate* and handing over physical possession of the Unit/Apartment to the Purchaser/Allottee, it shall be the responsibility of the Vendor to handover the necessary documents and plan, including common areas to the Association of Purchaser/Allottees as per the local laws:

Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including common areas, to the Association of Purchaser/Allottees within thirty days after obtaining the completion certificate]

7.5 Cancellation by Purchaser/Allottee- The Purchaser/Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser/Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Vendor, the Vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/Allottee(s) shall be returned by the Vendor to the Purchaser/Allottee(s) within forty-five days of such cancellation.

7.6 Compensation –The Vendor shall compensate the Purchaser/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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the said Unit/Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Vendor shall be liable, on demand to the Purchaser/Allottee, in case the Purchaser/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 Unit/Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser/Allottee does not intent to withdraw from the Project the Vendor shall pay the Purchaser/Allottee interest for every month of delay, till the handing over of the possession of the Unit/Apartment, which shall be paid by the Vendor to the Purchaser/Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :

The Vendor hereby represents and warrants to the Purchaser/Allottee(s) as follows:-

- (i)** *The Vendor has absolute, clear and marketable title with respect to the said Land and 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 Vendor 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 save and except that UST CONSTRUCTION has obtained credit facilities from the State Bank of India for the purposes of the project and has created mortgage of, inter alia, a portion of the property described in the First Schedule hereto as security in respect thereof. UST CONSTRUCTION, the Developer undertakes to have the said Unit released from such charge immediately upon the Purchaser making payment of all amounts payable under this Agreement.*
- (iv)** *All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor 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 Unit/Apartment and common areas;*
- (v)** *The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee(s) created herein may prejudicially be affected;*
- (vi)** *The Vendor 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 Unit/Apartment which will, in any manner, affect the rights of Purchaser/Allottee(s) under this Agreement;*
- (vii)** *The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Unit/Apartment to the Purchaser/Allottee(s) in the manner contemplated in this Agreement;*
- (viii)** *At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment to the Purchaser/Allottee(s) and the common areas to the*

association of Purchaser/Allottees;

(ix) *The Schedule Property is not the subject matters 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 ScheduleProperty;*

(x) *The Vendor 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 till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the Association of Purchaser/Allottees;*

(xi) *No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.*

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 *Subject to the Force Majeure clause, the Vendor shall be considered under a condition of default, in the following events:-*

(i) *The Vendor fails to provide ready to move in possession of the Unit/Apartment to the Purchaser/Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority;*

(ii) *Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.*

9.2 *In case of default by the Vendor under the conditions listed above, Purchaser/Allottee(s) is entitled to the following:*

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

(ii) *The Purchaser/Allottee(s) shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser/Allottee(s) under any head whatsoever towards the*

purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

9.3 *The Purchaser/Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:*

(i) In case the Purchaser/Allottee(s) fails to make payments for any demand made by the Vendor as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchaser/Allottee(s) shall be liable to pay interest to the Vendor on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of default by Purchaser/Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Vendor in this regard, the Vendor may cancel the allotment of the Unit/Apartment in favour of the Purchaser/Allottee(s) and refund the money paid to him by the purchaser/Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. CONVEYANCE OF THE SAID APARTMENT :

The Vendor, on receipt of Total Price of the Unit/Apartment as per Para 1.2 under the Agreement from the Purchaser/Allottee shall execute a conveyance deed and convey the title of the Unit/Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser/Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor within three months from the date of issue of occupancy certificate].

However, in case the Purchaser/Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Purchaser/Allottee(s) authorises the Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendor is made by the Purchaser/Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Vendor shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchaser/Allottees upon the issuance of

the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per this Agreement relating to such development is brought to the notice of the Vendor within a period of five years by the Purchaser/Allottee from the date of handing overpossession, it shall be the duty of the Vendor to rectify such defects without further

charge, within thirty days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchaser/Allottee(s) 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/Plot] on the specific understanding that is/her 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 Vendor/ maintenance agency/Association of Purchaser/Allottees shall have rightsof unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee(s) agrees to permit the Association of Purchaser/Allottees and/or maintenance agency to enter into the Unit/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 of service areas:- The service areas, if any, as located within Devaloke Sonar City shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground watertanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall bereserved for used by the Association of Purchaser/Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:

16.1 Subject to Para 12 above, the Purchaser/Allottee(s) shall, after taking possession, be solely responsible to

maintain the said Unit/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 said building Unit/Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fitand proper condition and ensure that the support, shelter etc. of the building is not in anyway damaged or jeopardized.

16.2 *The Purchaser/Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisementmaterial etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser/Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Unit/Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser/Allottee shall also notremove any wall, including the outer and load wall of the Unit/Apartment.*

16.3 *The Purchaser/Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Vendor and thereafter the Association of Purchaser/Allottees and/or maintenance agency appointed by the association of Purchaser/Allottees. The Purchaser/Allottee shall be responsive for any loss or damagesarising out of breach of any of the aforesaid conditions.*

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

18. ADDITIONAL CONSTRUCTIONS:

The Vendor undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendor executes this Agreement they shall not mortgage or create a charge on the said Apartment 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 Purchaser/Allottee(s) who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Vendor has assured the Purchaser/Allottees that the project in its entirety is in accordance with the provisions of all laws in force in the State of West Bengal, the Vendor showing compliance of various laws/ regulations as applicable in West Bengal .

21. BINDING EFFECT :

Forwarding this Agreement to the Purchaser/Allottee(s) by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/Allottee(s) until, firstly, the Purchaser/Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser/Allottee(s) and secondly, appears for registration of the same before the concerned Additional District Sub- Registrar at Sonarpur, District Sub-Registrar at Alipore / Additional Registrar of Assurances, Kolkata as and when intimated by the Vendor. If the Purchaser/Allottee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee(s) and/or appear before the Sub-Registrar/Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser/Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee(s), application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser/Allottee(s) without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND :

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUBSEQUENT PURCHASER / ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit/Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/Allottee of the Unit/Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 *The Vendor may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement*

waive the breach by the Purchaser/Allottee in not making payments as per the payment plan specified in The Fifth Schedule including waving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Vendor in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Purchaser/Allottees.

25.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce 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 the purpose of this Agreement and to the extent necessary to conform to the 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 time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser/Allottee(s) has to make any payment, in common with other Purchaser/Allottee(s) in the Project, the same shall be the proportion which the carpet area of the Unit/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 be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser/Allottee, in Kolkata after the Agreement is duly executed by the Purchaser/Allottee and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of **the Additional District Sub-Registrar at Behala, District Sub-Registrar at Alipore /Additional Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at the Developer's office at 75/27A, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India.**

30. NOTICES:

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

<i>UST CONSTRUCTION</i>	<i>Purchasers :</i> _____
<i>75/27A, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India,</i>	_____

It shall be the duty of the Purchaser/Allottee and Vendor to inform each other of any changes 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 Vendor or the Purchaser/Allottee, as the case may be.

31. JOINT PURCHASER/ALLOTTEE:

That in case there are Joint Purchaser/Allottees all communications shall be sent by the Vendor to the Purchaser/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 Purchaser/Allottee(s).

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

*All or any dispute 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 discussions, failing which the same shall be settled under **Real Estate Regulation Act.***

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece or parcel of land measuring about **3 Cottahs 13 Chittaks 22 Sq. Ft.** together with a Multi Storied Building standing thereon, formed out of **Holding No.363 in Mouza: Beltola, Dehi Bhawanipore, Sub Division P of Division V, lying and being situated at KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata: 700019 within the limits of the Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South) and the said Property is butted and bounded in the manner as follows:-**

ON THE NORTH : By Premises No. 53A, Garcha Road;
ON THE SOUTH : By Premises No.53/1, Garcha Road;
ON THE EAST : By part of Premises No.50D 50K, Garcha Road;
ON THE WEST : By 15'-9" i.e. 4800 meter wide Garcha Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID FLAT & CAR PARKING HEREBY AGREED TO BE SOLD)

ALL THAT a self-contained "**Flat**" being **Flat No.**, measuring about **Square Feet Super Built-up Area,** be the same a little more or less at **South East Side** on the **Floor,** consisting of **Bed Rooms, One Drawing-cum-Dining, One Kitchen, One Toilet, One WC and Balcony and One Car Parking Space in the Ground Floor** measuring about **120 Square Feet, Along With** undivided, impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "**Said FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata: 700019 within the limits of the Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South) TOGETHER WITH** undivided proportionate share of right, title and interest of the land upon which the building is constructed together with all right privileges in the common areas and facilities liabilities provided or to be provided in the said building and/or the said premises along with the undivided impartible un-demarcated proportionate share and interest on the ultimate roof and terrace of the building, with all **Common Users Area & Facilities** in the said building as set-out in the **THIRD SCHEDULE** hereunder written.

THE SCHEDULE - C ABOVE REFERRED TO:

PAYMENT SCHEDULE:

PART-I

The Purchaser hereby agrees to pay to **UST CONSTRUCTION**, the Developer, total consist of **Base price** of Rs. _____/- (Rupees _____) only plus **Price of Car Parking Space** Rs. _____/- (Rupees _____) only and 5% **GST** amounting to Rs. _____/-

(Rupees _____) only comes to total Consideration of Rs. _____/-
(Rupees _____) only for the said Flat/Unit/Space described in the **Second Schedule** above including proportionate share in the land and the rights and properties appurtenant thereto as well as the right to use **1 (One) Nos. Open / Covered / Independent / Dependent / Mechanical Car Parking Space(S)** at the Ground level described in the **First Schedule** above.

PART – II (MODE OF PAYMENT OF THE TOTAL COST)

Payment Plan	Percentage
Agreement	20%
Foundation Plinth	10%
1st Floor Roof Casting	10%
2nd Floor Roof Casting	10%
3rd Floor Roof Casting	10%
4th Floor Roof Casting	10%
Brick Work & Plumbing	10%
Floor & Electric	10%
Possession	10%
Total	100%

Payment of each of the above installments is required to be made by the Purchaser within 21 (twenty one) days of posting or 15 (fifteen) days of receipt (whichever is earlier) of notice from the Developer to the Purchaser that a particular installment has fallen due. Time for payment shall always be of the essence of the contract.

PART – III

- i) All charges at actuals for **CESC** electric lines, transformers, H.T. and L.T. cables, and all expenses for such lines, Generator cost and installation charges, presently estimated at Rs. 160/- per square foot of carpet area (generator to supply standby electricity for common lights, lifts, pumps and limited to 500 watts of electricity per 2BHK Unit and 750 watts per 3BHK Unit).
- ii) All costs of additional work in the said Unit other than provided.
- iii) In the event of **UST CONSTRUCTION** providing any additional facilities or gadgets for the benefit of the occupants of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of **UST CONSTRUCTION** and the Purchaser hereby consents to the same.

THE SCHEDULE - D ABOVE REFERRED TO:
(Common Area and Facilities)

- (I) **Areas:**
 - a) Entrance and exits.
 - b) Boundary Walls and Main Gate of the Premises.
 - c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
 - d) Entrance lobby.
 - e) Lift & Lift Well.
- (II) **Water, Pumping and Drainage:**

- a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).
 - b) Water supply system.
 - c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.
- (III) Electrical Installation:**
- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively for us).
 - b) Lighting of the common portions.
 - c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- (IV) Others:** Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner .
- (V) Roof:** Roof of the Building and open space on the **THIRD Floor** of the Building shall be the sole property of all Flat Owners as common.

THE SCHEDULE - E ABOVE REFERRED TO:

The PURCHASER shall bear:-

Proportionate cost of repairing and decorating of the building

1. Proportionate expenses of maintenance, repairing, reconstruction and renewing the main structure and the drainage system, rain water discharge, arrangements for supply of electricity and fill common areas contained in the said premises.
2. Proportionate costs of cleaning and lighting the entrance of the building, passage, space, lobby, corridor, staircase,
2. Proportionate share of all taxes, levies and impositions deposits etc. for the premises as a whole.
3. Proportionate share of all salaries, wages, fees and remuneration of all workmen, staff and experts, engaged and hired for the common purpose.
9. Proportionate cost of maintenance, operating, replacing and installing implements including Lift, Pump, Motor, Pipes, Deep tube-well etc. for the common service.
10. Proportionate share of premium of insurance of or the building, if any.
11. Proportionate share of such expenses or would be necessary for all incidentals to the said maintenance and up keep of the building.
12. Any other unforeseen proportionate expenses, if arises in future, will be binding upon the Purchaser as per the unanimous decision of the building committee or owner's association.

THE SCHEDULE - F OF SPECIFICATION ABOVE REFERRED TO:

FOUNDATION AND STRUCTURE:

The building is designed for R.C.C. frame structure with suitable isolated/combined footing foundation for the proposed Three Storied Building.

WALLS:

All external walls shall be 200 mm brick with cement plaster as per sanctioned Plan. All internal partition walls will be 75 mm to 125 mm thick with both side plaster.

All inside wall will be coated with best quality plaster of Paris or wall care putty.

FLOORING/DOORS & WINDOWS:

- a) All Bed rooms' floors with Vitrified Tiles, living/ dining room etc. and Kitchen will be finished with Vitrified Tiles or Marble.*
- b) Toilet floor will be of Marble and glazed ceramic tiles upto 5'6" height on walls.*
- c) Black Stone will be provided at Cooking Shelf/platform with 3'-0" glazed tiles upon the Cooking shelf with stainless steel sink.*
- d) Bed Rooms and living/dining/window base will provided with Marble. All internal and bedroom doors will be made of flush door with necessary lock etc. bearing ISI Mark.*
- e) Main door will be made up of flush door upto 5 ram thick with water proof ply, handle etc.*
- f) Door frames will be made up of Sal Wood.*
- g) Window will be of Aluminum sections fitted with suitable thick glass and with M.S. Grill (18/3) painted with ready mixed synthetic enameled painting of approved brand.*

ELECTRIFICATION:

Concealed line will be provided in the flat with ISI Mark modular switches. Necessary Points will be provided in toilet and kitchen. Exhaust fan point will be provided in Kitchen. Geyser point in the Bathrooms, TV Point, Telephone Point in Living/Dining Room, and One AC Point master bed room.

PLUMBING & SANITARY:

- a) Concealed water line of pipe will be provided.*

- b) Fittings i.e. Ceramic basin and water closet of reputed brand will be provided bearing I.S.I. Marks.
- c) With drain board provided at kitchen.
- d) Low height PVC Colour cistern will be provided in all toilets.
- e) Low height bibcock for washing will be provided at Kitchen.
- f) All fittings, i.e. bibcock, pillar cock, A. S. Cock, C. S. Cock will be of C. P. make.

WATER: K.M.C. Water

EXTERIOR: To be finished with suitable weather proof ready mixed acrylic paint.

EXTRA WORK:-

Any work other than specified above would be regarded as extra work for which separate payment is required to be paid but the Developer shall provide all items which Developer required.

IN WITNESS WHEREOF all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata In The Presence of:-

WITNESSES -

1.

2.

=====
SIGNATURE OF THE OWNER
Owner duly represented by their Constituted
Attorney **SOURAV ROY**

=====
Signature of the **PURCHASER/S**

M/S. U S T CONSTRUCTIONS
Represented by its Managing Partner and
authorized signatory of the Firm as
Developer/Confirming Party.

Drafted & Printed by:

Dooke Das
Advocate,
Alipore Judges' Court,
Kolkata : 700027,
Enrolment No. F/969/1997.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER** a sum of Rs. _____/- (Rupees _____) only
as **EARNEST MONEY** of the said **FLAT**, described in the **SCEOND SCHEDULE**, herein above written as per memo below :-

<u>DATE</u>	<u>CASH/CHEQUE/NEFT/RTGS</u>	<u>BANK</u>	<u>AMOUNT</u>

Total Rs. _____/-

Rupees _____ only.

WITNESSES:

1.

2.

M/S. U S T CONSTRUCTIONS
Represented by its Managing Partner and
authorized signatory of the Firm as
Developer/Confirming Party

	<i>Thumb</i>	<i>First</i>	<i>Middle</i>	<i>Ring</i>	<i>Little</i>
LEFT :					
RIGHT :					

Name: **SRI SOURAV ROY**

Signature: _____

LEFT :					

RIGHT:

Name: _____

Signature: _____