

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this day of,
2023 (Two Thousands and Twenty Three),

BETWEEN

VANVIPROJECTS PRIVATE LIMITED, a company duly incorporated under the relevant provisions of the Companies Act, 2013, having its **Company Identification Number (U45309WB2019PTC231467)**, **Income Tax Permanent Account Number (AAGCV 8977L)** and having its registered office at Municipal Premises No. 10/C, Ho Chi Minh Sarani, Post Office- Middleton Street, Police Station- Shakespeare Sarani, Kolkata-700071, in the State of West Bengal and is duly represented by one of its Director namely- **SHRI VIKASH MUSADDI**, son of Late Vijay Kumar Musaddi, having his **Income Tax Permanent Account Number (AFCPM 7475E)** and **Aadhaar Number (7702 1780 0190)**, **Mobile No. (98319 90000)**, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at and being Municipal Premises 10/C, Ho Chi Minh Sarani, Post Office- Middleton Street, Police Station- Shakespeare Sarani, Kolkata-700071, he is duly authorized vide Board Resolution dated 1st June 2022 hereinafter referred to as the **"PROMOTER/VENDOR/LAND OWNER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, Successor-in-Office, representative, men, agent and permitted assigns) of the **FIRST PART**.

AND

MR/MRS.....,having his **INCOME TAX PERMANENT ACCOUNTNUMBER(.....)**(**Aadhar Number.....**) son of..... aged about.....years, by faith, By: Occupation.....,residing at.....Post Office....., Police Station:.....,hereinafter called the **"ALLOTTEE/PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assignees).

The **PROMOTER/VENDOR/LAND OWNER**and **ALLOTTEE/PURCHASER** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A.** One KeshablalMallick and his wife, Smt. Dashi were the joint lawful owners of their different moveable and immoveable estates which also included all that partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 (Ten) Cottahs be the same a little more or less lying and situated at the then Municipal Premises No. 44, Maniktala Street, Kolkata, being Holding No.26, Block XIX in the North Division of the then Town of Calcutta, which is free from all encumbrances, obstructions, interruptions, hindrances, charges, liens, lispens, mortgages, notices alignments or any other impediments whatsoever or howsoever from any corner or in any manner.

- B.** The said KeshablalMallick and Smt. Dashi while enjoying their aforementioned moveable and immoveable estate which also included the aforesaid landed property peacefully and/or uninterruptedly, were approached by one Ram Narayan Kshetry for grant of a lease for the period of 999 years (i.e. **PerpetualLease**) in respect of the aforementioned landed property and upon such request the said KeshablalMallick and Smt. Dashi had agreed and/or consented to grant a lease unto and in favour of said Ram Narayan Kshetry for such above mentioned term.
- C.** Pursuant to and in terms of above, the said KeshablalMallick and Smt. Dashi being the Lessors therein of the One Part, by virtue of a registered Deed of Lease dated 8th April, 1927 duly transferred, assigned and assured their All That partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with their **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 Cottahs be the same a little more or less lying and situate at the then Municipal Premises No. 44, Maniktala Street, being Holding No. 26, under Block- XIX in the North Division of the then Town of Calcutta (for the sake of brevity it is hereinafter referred to as said "**DEMISED PREMISES**") containing several terms and conditions mentioned therein there unto and in favour of the Said Ram Narayan Kshetry, being the Lessee therein of the Other Part and the same was duly registered with the office of District Registrar of Assurances, Calcutta, and the same has been duly recorded in Book No. 1, Volume No. 23, Pages- 281 to 286, being No.1671 for the year 1927.
- D.** By virtue of aforementioned Deed of Lease dated 8th April, 1927 (being No. 1671 for the year 1927), the said Ram Narayan Kshetry while enjoying his different moveable and immoveable estates which also included his aforementioned **DEMISED PREMISES** or every part thereof, peacefully and/or uninterruptedly and otherwise well sufficiently seized and possessed thereof, died intestate leaving him surviving his widow namely- Smt. Thakurdevi and his 02 (Two) sons namely- Shib Narayan Kshetry and Lakshmi Narayan Kshetry as his legal heirs, heiresses and/or lawful successors in respect of his aforementioned movable and immovable estates which also included the aforesaid **DEMISED PREMISES**.
- E.** After the demise of the said Ram Narayan Kshetry, his aforementioned legal heirs, heiresses and/or lawful successors namely- Smt. Thakurdevi, Shib Narayan Kshetry and Lakshmi Narayan Kshetry by virtue of law of inheritance duly inherited all the movable and immovable estates which included the aforementioned **DEMISED PREMISES** which is left by the said Late Ram Narayan Kshetry and they conjointly started enjoying the aforementioned **DEMISED PREMISES** along with their respective undivided proportionate share of rights, titles and interests over and above the same which is free from all encumbrances, obstructions, interruptions, hindrances, charges, liens, lispens, and

mortgages, notices alignments or any other impediments whatsoever or howsoever from any corner or in any manner.

- F.** The said Smt. Thakurdevi while enjoying her different moveable and immoveable estates which also included her respective undivided proportionate share of rights, titles and interests in aforementioned **DEMISED PREMISES**, was a Hindu governed by Dayabhaga School of Law died intestate leaving behind her 02 (Two) sons namely- the said Shib Narayan Kshetry and Lakshmi Narayan Kshetry as her legal heirs and/or lawful successors in respect of her aforementioned different movable and immovable estates which included her respective undivided proportionate share of rights, titles and interests in the aforesaid **DEMISED PREMISES**.
- G.** After the demise of the said Thakurdevi, her aforementioned legal heirs and/or lawful successors namely- the said Shib Narayan Kshetry and Lakshmi Narayan Kshetry, by virtue of law of inheritance they duly inherited their deceased Mother's share and became the joint lawful owners of their different moveable and immoveable estates which also included the aforementioned **DEMISED PREMISES** and they conjointly started enjoying the same along with their respective undivided proportionate share of rights, titles and interests over and above the same by paying all statutory rates, taxes, levies, outgoings and other imposition whatsoever with appropriate authority and/or authorities.
- H.** The said Shib Narayan Kshetry and Lakshmi Narayan Kshetry while enjoying the aforementioned **DEMISED PREMISES** or every part thereof, jointly and severally, the said Shib Narayan Kshetry duly instituted a suit for partition against the said Lakshmi Narayan Kshetry and his minor sons namely- Pratap Narayan Kshetry, Ajit Narayan Kshetry, Bikram Narayan Kshetry and ChottaKshetry before the Learned 2nd (Second) Court of Sub-Ordinate Judge at Howrah being Title Suit No. 26 of 1937, inter-alia, praying for partition of various properties which also included the aforementioned **DEMISED PREMISES**, which the parties to the suit duly inherited as their ancestral properties.
- I.** A final decree dated 26th May, 1938 was passed by the Learned 2nd (Second) Court of Sub-Ordinate Judge at Howrah, whereby various properties of family of Kshetry's were partitioned by metes and bounds by and between the contesting parties to the suit and in terms of the abovementioned decree, the aforesaid **DEMISED PREMISES** or every part thereof was duly allotted unto and in favour of the said Shib Narayan Kshetry.
- J.** By virtue of the aforementioned decree dated 26th May 1938, passed in Title Suit No. 26 of 1937, the said Shib Narayan Kshetry became the sole and absolute lawful owner of his different moveable and immoveable estates which also included the **ALL THAT** partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 Cottahs be the same a little more or less lying and situated at the then Municipal

Premises No. 44, Maniktala Street, being Holding No. 26, under Block- XIX, in the North Division of the then Town of Calcutta and he started enjoying the same along with his actual and/or absolute rights, titles and interests over and above the same by paying all statutory rates, taxes, levies, impositions and other outgoings whatsoever with the appropriate authority or authorities.

- K.** The said Shib Narayan Kshetry while enjoying his different moveable and immoveable estates which also included the aforementioned **DEMISED PREMISES** peacefully and/or uninterruptedly and otherwise well sufficiently seized and possessed thereof along with his actual rights, titles and interests over and above the same was a Hindu governed by Mitakshara Hindu School of Law died intestate on 7th October 1991 leaving behind his 04 (Four) sons namely- BhupenKshetry, Ravi Kshetry, SashiKshetry and GautamKshetry as his legal heirs and/or lawful successors to inherit his all moveable and immoveable estates which also included the **DEMISED PREMISES** as mentioned hereinabove.
- L.** After the demise of the said Shib Narayan Kshetry, his aforementioned 04 (Four) sons namely- BhupenKshetry, Ravi Kshetry, SashiKshetry and GautamKshetry by virtue of law of inheritance duly inherited their deceased Father's share and got their names mutated in respect of the aforementioned **DEMISED PREMISES** with the records of Kolkata Municipal Corporation and a separate new Assessee Number (being New Assessee No. 110263100268) was being allotted in their favour and the property was renamed as Municipal Premises No. 44, Ram Dulal Sarkar Street (formerly known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (erstwhile Maniktala), Kolkata 700 006, within the local ambit of Kolkata Municipal Corporation and presently within the Jurisdiction of Registrar of Assurances, Kolkata, in the State of West Bengal.
- M.** The said BhupenKshetry, SashiKshetry and GautamKshetry duly represented by their constituted attorney namely- Ravi Kshetry and Ravi Kshetry for himself and all sons of Late Shib Narayan Kshetry, duly approached to the Tata Capital Limited being the Creditor for grant of loan for a sum of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs) only in favour of one namely- Taurus Flexibles Private Limited being the Borrower Company and thereby they had agreed to enter into a loan agreement by securing the said **DEMISED PREMISES** or every part thereof.
- N.** Pursuant to and in terms of above, the said BhupenKshetry, SashiKshetry and GautamKshetry duly represented by their constituted attorney namely- Ravi Kshetry and Ravi Kshetry for himself and all sons of Late Shib Narayan Kshetry, being the Mortgagors therein of the One Part, vide a registered Deed of Mortgage (without Possession) duly executed on 29th December, 2009 and the same was duly registered with the office of the Additional Registrar of Assurances-II, Kolkata and the same has been recorded in Book No. I, CD Volume No.- 29, Pages from 1271 to 1294, being No. 14273 for the year 2009 by

depositing the original Title Deed along with other related document of the said **DEMISED PREMISES** or every part thereof with the Mortgagee named therein of the other part and obtained such financial assistance amounting to Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs) only in favour of Taurus Flexible Pvt. Ltd being the Borrower Company.

- O.** The above mentioned BhupenKshetry, Ravi Kshetry, ShasiKshetry and GautamKshetry subsequently entered into a Second Loan agreement with the Tata Capital Limited now known as Tata Capital Financial Services Limited (in short **TCFSL**, a subsidiary company of Tata Capital Limited) dated 29th March, 2012 for grant of a further Term Loan facility of an amount of Rs. 2,00,00,000/- (Rupees Two Crores) only and further executed an unconditional and irrevocable guarantee dated 29th March, 2012 and obtained the aforesaid financial term loan facility amounting to Rs. 2,00,00,000/- (Rupees Two Crores) only in favour of Taurus Flexible Pvt. Ltd being the Borrower Company.
- P.** The said BhupenKshetry was a Hindu, governed by Mitakshara School of Law died intestate on 21st April, 2012 leaving behind him surviving his widow namely- Smt. Indira Kshetry, and his 02 (Two) Sons namely- Sri BhuvanKshetry and Sri Rishi Kshetry and a married daughter namely- Smt. Ridhi Kapoor as his legal heirs/heireses and/or lawful successors.
- Q.** After the demise of the said BhupenKshetry his above named legal heirs/heireses and/or lawful successors namely- the said Smt. Indira Kshetry, Sri BhuvanKshetry, Sri Rishi Kshetry and Smt. Ridhi Kapoor duly inherited the different moveable and immovable estates of Late BhupenKshetry which also included his respective undivided proportionate share of rights, titles and interest in the aforesaid **DEMISED PREMISES**.
- R.** Vide a Deed of further Charge by extension of Mortgage (without possession) executed on 21st January, 2013 by and between (1) Sri Ravi Kshetry, (2) Sri ShasiKshetry, (3) Sri GautamKshetry all sons of late Shib Narayan Kshetry and (4) Smt. Indira Kshetry, wife of late BhupenKshetry (5) BhuvanKshetry, (6) Rishi Kshetry, both sons of late BhupenKshetry and (7) Smt. Ridhi Kapoor, wife of Sri Pankaj Kapoor and daughter of late BhupenKshetry, all were being represented by their constituted attorney namely- Ravi Kshetry and Tata Capital Financial Services Limited and the same was duly registered with the office of Additional Registrar of Assurances-II, Kolkata and the same has been recorded in Book– I, CD Volume No. 3, Pages from 5571 to 5592, being No. 00872 for the year 2013 and obtained a further term loan facility of Rs. 3,50,00,000/- (Rupees Three Crore Fifty Lakhs) only in favour of Taurus Flexibles Private Limited being the Borrower Company.
- S.** The said Taurus Flexibles Private Limited being the Borrower Company subsequently failed to repay the loan amount unto the secured creditor i.e. Tata Capital Financial Services Limited within the stipulated time and accordingly an amount of Rs. 1,30,90,644/- (One Crore Thirty Lacs Ninety Thousand Six Hundred and Forty Four) only became due and payable as on 13th December 2016.

- T.** The said Tata Capital Financial Services Limited being the Secured Creditor subsequently issued a Demand Notice dated 14th December, 2016, under **Section 13(2)** of the **SARFAESI Act, 2002** for recovery of aforesaid loan amount to the tune of Rs. 1,30,90,644/- (Rupees One Crore Thirty Lakhs Ninety Thousand Six Hundred Forty Four) only due as on 13th December, 2016 to the Borrower/Guarantors/Mortgagors being Taurus Flexibles Private Limited (Borrower Company) and (1) Sri Ravi Kshetry, (2) Sri ShashiKshetry, (3) Sri GautamKshetry (4) Smt Indira Kshetry (5) BhuvanKshetry, (6) Rishi Kshetry and (7) Smt. Ridhi Kapoor (all were being the Guarantors/Mortgagors).
- U.** The said Tata Capital Financial Services Limited being the secured creditor therein, also instituted a proceeding under the Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short SARFAESI Act, 2002) inter alia, for recovery of its aforementioned dues and/or outstanding.
- V.** The aforesaid Borrower/Guarantors/Mortgagors being Taurus Flexibles Private Limited (Borrower Company) and (1) Sri Ravi Kshetry, (2) Sri ShashiKshetry, (3) Sri GautamKshetry (4) Smt Indira Kshetry (5) BhuvanKshetry, (6) Rishi Kshetry and (7) Smt. Ridhi Kapoor, (all were being the Guarantors/Mortgagors) had failed to re-pay the aforesaid loan amount within specified time period, and the Authorized Officer of the Tata Capital Financial Services Limited in exercise of his powers conferred upon him under **Section 13(4)** of the **SARFAESI Act, 2002**, took physical possession of the secured Asset/Property being the **DEMISED PREMISES** or every part thereof mentioned hereinabove on 20th December, 2018.
- W.** The said Tata Capital Financial Services Limited being the secured creditor therefore issued an **e-auction Sale Notice** for sale of **ALL THAT** the Present Municipal Premises No. 44, Ram Dulal Sarkar Street (formerly known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (erstwhile Maniktala), being Municipal Ward No. 26, presently within the local ambit of Kolkata Municipal Corporation and presently within the Jurisdiction of Additional Registrar of Assurances, Kolkata, Kolkata-700006 in the State of West Bengal (for the sake of brevity it is hereinafter referred to as the **SAID LAND**), on **“AS IS WHERE IS”** and **“AS IS WHAT IT IS AND WHATEVER THERE IS”** basis and the same was duly published in the daily Newspapers viz. **“The Telegraph”** Kolkata an English daily newspaper and **‘AAJKAL’** Bengali daily newspaper, on 28th February, 2019 whereby the sale was to be conducted on 30th March, 2019 for recovery of such unpaid loan amount totalling to Rs. 1,63,11,678/- (Rupees One Crore Sixty Three Lakhs Eleven Thousand Six Hundred Seventy Eight) only due as on 20th February, 2019.
- X.** Upon coming to know of such aforementioned publication of e-auction, **VANVI PROJECTS PRIVATE LIMITED** being the purchaser therein and being the **PROMOTER/VENDOR/LANDOWNER** herein was being desirous of purchasing the

SAID LAND or every part thereof which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and it had approached and convinced the above named Guarantors/Mortgagors for entering into a private treaty with the secured creditor being Tata Capital Financial Services Limited before the e-auction sale proceedings.

- Y.** The said **VANVI PROJECTS PRIVATE LIMITED** being the **PROMOTER/VENDOR/LAND OWNER** herein was being desirous of purchasing the **SAID LAND** which is more fully and particularly described in the **FIRSTSCHEDULE** hereunder written and the **SAID PROMOTER/VENDOR/LAND OWNER** was duly introduced through the Mortgagors/Guarantors named hereinabove to the secured creditor being Tata Capital Financial Services Limited.
- Z.** The **SAID PROMOTER/VENDOR/LAND OWNER** herein submitted a proposal to Tata Capital Financial Services Limited for entering into a private treaty along with the consent of the Guarantors/Mortgagors named herein above for selling the **SAID LAND** for a total consideration of the said sum of Rs. 3,57,00,000/- (Rupees Three Crore Fifty Seven Lacs only) on “**AS IS WHERE IS**”, “**AS IS WHAT IT IS AND WHATEVER THERE IS**” basis.
- AA.** It was mutually agreed by and between the Guarantors/ Mortgagors named herein above, the aforesaid Secured Creditor and the **SAID PROMOTER/VENDOR/LAND OWNER** herein that the **SAID PROMOTER/VENDOR/LAND OWNER** herein will pay a sum of Rs. 1,65,07,798/- (Rupees One Crore Sixty Five Lakhs Seven Thousand Seven Hundred Ninety Eight) only as earnest money to the Tata Capital Financial Services Limited being the Secured Creditor on or before 30th March, 2019 and on receiving the aforesaid earnest money the said Tata Capital Financial Services Limited being the Secured Creditor will publish a fresh notice for cancellation of aforesaid said e-auction to be held on 30th March 2019 as published in the daily newspapers “The Telegraph” Calcutta and Aajkal on 22nd February 2019.
- BB.** In terms of the agreed condition arrived at by and between the Guarantors/Mortgagors named above, the aforesaid Secured Creditor and the **SAID PROMOTER/VENDOR/LAND OWNER**, herein being the purchaser therein that the **SAID PROMOTER/VENDOR/LAND OWNER**, herein made a payment of Rs. 1,65,07,798/- (Rupees One Crore Sixty Five Lakhs Seven Thousand Seven Hundred Ninety Eight) only on 25th March, 2019 through RTGS in favour of the Tata Capital Financial Services Limited who was in turn kept the said amount in a ‘**No lien**’ account till 31st March, 2019 and will encash the same after receiving the No Claim Notice from the Advocate for the **SAID PROMOTER/VENDOR/LAND OWNER**, herein.
- CC.** The secured creditor being Tata Capital Financial Services Limited subsequently issued a fresh publication on 26th March, 2019 in daily newspaper in “**The Telegraph and Aajkal**” both published in Kolkata thereby informing the public at large that the e-auction sale notice

dated 28th February, 2019 published in two newspapers 'The Telegraph' in English and 'Aajkaal' in Bengali newspapers for the Borrower Company being Taurus Flexibles Private Limited and others (Guarantors/Mortgagors named herein above), to be conducted on 30th March, 2019 for sale of immovable Assets/Property under the Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short SARFAESI Act, 2002), read with provisions of Rule 8(6) of the Security Interest (Enforcement) Rules, 2002; with immediate effect these aforesaid e-auction sale was stands cancelled and withdrawn.

- DD.** The said secured creditor being Tata Capital Financial Services Limited after receiving the balance lawful consideration of Rs.1,91,92,202/- (Rupees One Crore Ninety one Lakh ninety Two Thousand two hundred two only) through RTGS on 29th April,2019 From the **SAID PROMOTER/VENDOR/LAND OWNER**, herein and the receipt whereof thereby admits and acknowledges as the full and final quittance of this Private treaty Sale.
- EE.** The secured creditor being Tata Capital Financial Services Limited in exercise of powers conferred under section 13(4) of the SARFAESI Act, 2002, and also under sub rule (1) of Rule (4) & sub rule (1) of Rule (6) along with Rule 8 of The Security Interest Enforcement Rules, 2002 issued a "Sale Certificate" dated 7th May,2019 in favour of the **SAID PROMOTER/VENDOR/LAND OWNER**, hereinand whereby and whereunder the said secured creditor being Tata Capital Financial Services Limited being the Seller therein of the One Part duly sold conveyed transferred, assured and assigned forever **ALL THAT** the **SAID LAND** or every part thereof which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written unto and in favour of the said **VANVI PROJECTS PRIVATE LIMITED** being the Purchaser therein as well as **PROMOTER/VENDOR/LAND OWNER**, herein of the other part and the same was duly registered with the Office of Additional Registrar of Assurances-III, Kolkata, and the same has been recorded in Book-I, Volume No. 1903-2019, Pages- 82569 to 82612, being No. 190302071 for the year 2019.
- FF.** By virtue of aforementioned **Sale Certificate** dated 7th May,2019 (being No. 190302071 for the year 2019), the **SAID PROMOTER/VENDOR/LAND OWNER**, herein became the sole and absolute lawful owner of it's **ALL THAT** the piece or parcel of land admeasuring an area of 10 (Ten) Cottahsbe the same a little more or less, presently which is lying and situated at and being Municipal Premises No. 44, RamadulSarkar Street (previously known as Municipal Premises No. 44, Maniktala Street),Post Office- BeadonStreet, Police Station- Girish Park (erstwhileManiktala), being Municipal Ward No. 26, Kolkata- 700006,within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Registrar at Assurances, Kolkata,in the State of West Bengal (for the sake of brevity it is hereinafter referred to as the **SAID LAND** which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written), and started enjoying the same along with it's actual and/or

absolute rights, titles and interests over and above the same which is free from all encumbrances, hindrances, obstructions, interruptions, charges, liens, lis-pendens or any other impediments whatsoever or howsoever from any corner or in any manner.

- GG.** The **SAID LAND** which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written is earmarked for the purpose of constructing a Ground Plus Four upper Floors building project standing thereon [i.e. commercial/ residential/any other purpose] comprising of several independent Self-contained saleable Flat(s) which also includes all common Areas, Parts, Portions, Amenities, Facilities and Installations and as are available in the aforesaid Premises attributable thereto and the **SAID PROJECT** shall be known as “**The Forty4**”.
- HH.** By virtue of aforesaid the Said **PROMOTER/VENDOR/LAND OWNER**, herein is the sole and absolute lawful recorded Owner of the **SAID LAND** or every part thereof which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and the Said **PROMOTER/VENDOR/LAND OWNER**, herein is fully competent and/or entitled to enter into this Agreement alongwith the **ALLOTTEE/PURCHASER** herein and all the legal formalities/compliances with respect to the Ownership as well as rights, titles and interests of the **PROMOTER/VENDOR/LAND OWNER**, herein regarding the **SAID LAND** or every part thereof whereupon the **SAID PROJECT** namely “**THE FORTY4**” is to be constructed/erected, and in this regards the **ALLOTTEE/PURCHASER** shall not make and/or raise any objections in future.
- II.** Upon making payment of prescribed fees, the said **PROMOTER/VENDOR/LAND OWNER**, herein had subsequently applied before the Kolkata Municipal Corporation for obtaining a Building Sanctioned Plan for constructing a Ground plus Four upper floors (i.e. G+ 4) multi-storied building proposed to be constructed on the aforesaid Premises and the Kolkata Municipal Corporation duly passed, granted and/or approved a Building Sanctioned Plan (vide Building Sanctioned Plan No. 2021040028) dated 09/02/2022 in favour of the **PROMOTER/VENDOR/LAND OWNER**.
- JJ.** The **ALLOTTEE/PURCHASER** has applied for a..... andin the Project vide letter dated.....and has been allotted a self-contained RESIDENTIAL FLAT being no.....having carpet area ofsquare feet equal to Sq. Ft Super Built up area, on floor in the “Building”, along with in the Ground floor of the Building as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment/FLAT**” more particularly described in **SECONDSchedule** hereunder written) and subsequently, the **PARTIES** hereto have conjointly entered into a Written unregistered Agreement dated

- KK.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- LL.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- MM.** 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;
- NN.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **PROMOTER/VENDOR/LAND OWNER**, hereby agrees to sell and the **ALLOTTEE/PURCHASER** hereby agrees to purchase the said **FLAT** specified in paragraph **JJ** herein above mentioned;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the **PROMOTER/VENDOR/LANDOWNER** agrees to sell to the **ALLOTTEE/PURCHASER** and the **ALLOTTEE/PURCHASER** hereby agrees to purchase, the Flat as specified in paragraph **JJ**;

1.1. The Total Price for these self-contained **RESIDENTIAL FLAT** and One Covered Car Parking Space is totalling to Rs./- (Rupees Only ("**Total Price**").

Rate of **RESIDENTIAL FLAT** @ Rs.per square feet which is based on super built-up area (i.e. total value of the Residential Flat is of Rs. only).

Rate of One Covered Car Parking Space of Rs./-

FLAT no..... having carpet area of square feet equal to..... Sq. Ft Super Built up area.

Floor: Fourth Floor

Explanation:

- (i) The Total Price above includes the booking amount paid by the **ALLOTTEE/PURCHASER** to the **PROMOTER/VENDOR/LANDOWNER** towards the Flat;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the **PROMOTER/VENDOR/LAND OWNER**, by way of Value Added Tax, Service Tax, GST,

CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the **PROMOTER/VENDOR/LAND OWNER,**) up to the date of handing over the possession of the Flat:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the **ALLOTTEE/PURCHASER** to the **PROMOTER/VENDOR/LANDOWNER** shall be increased/reduced based on such change / modification;

- (iii) The **PROMOTER/VENDOR/LANDOWNER** shall periodically intimate to the **ALLOTTEE /PURCHASER,** the amount payable as stated in (i) above and the **ALLOTTEE/PURCHASER** shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the **PROMOTER/VENDOR/LANDOWNER** shall provide to the **ALLOTTEE/PURCHASER** the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Flat includes: 1) pro rata share in the Common Areas; as provided in the Agreement.
- (v) The Total Price of the Flat excludes the security Deposit against Maintenance of the Building @Rs..... per Sq Ft based on Super Built Up Area. The Amount of Rs...../- (Rupees Only) as per Fifth schedule along with additional charges would be payable by the purchasers at the time of taking possession of the unit.

The Total Price is escalation-free, save and except increases which the **ALLOTTEE/PURCHASER** 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/VENDOR/LANDOWNER** undertakes and agrees that while raising a demand on the **ALLOTTEE/PURCHASER** for increase in development charges, cost/charges imposed by the competent authorities, the **PROMOTER/VENDOR/LAND OWNER** shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the **ALLOTTEE/PURCHASER,** which shall only be applicable on subsequent payments.

The **ALLOTTEE/PURCHASER** shall make the payment as per the payment plan set out in **FOURTH Schedule** ("Payment Plan") which may be treated as an integral Part of this Agreement .

Provided that the **PROMOTER/VENDOR/LAND OWNER** may make such minor additions or alterations as may be required by the **ALLOTTEE/PURCHASER,** or such minor changes or alterations as per the provisions of the Act.

Subject to Clause 9.3 the **PROMOTER/VENDOR/LAND OWNER**, agrees and acknowledges, the **ALLOTTEE/PURCHASER** shall have the right to the **FLAT** as mentioned below:

- (i) The **ALLOTTEE/PURCHASER** shall have exclusive ownership of the Flat;
- (ii) The **ALLOTTEE/PURCHASER** shall also have undivided proportionate share in the Common Areas. Since the share / interest of **ALLOTTEE/PURCHASER** in the Common Areas is undivided and cannot be divided or separated, the **ALLOTTEE/PURCHASER** shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the **ALLOTTEE/PURCHASER** to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the **PROMOTER/VENDOR/LAND OWNER** shall convey undivided proportionate title in the common areas to the association of **ALLOTTEE/PURCHASER** as provided in the Act;
- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of not only the flat but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, in the common areas etc. and includes cost for providing all other facilities as **Provided** within the Project.

The **ALLOTTEE/PURCHASER** shall make the payment as per the payment plan set out in **FOURTH Schedule and FIFTH SCHEDULE** ("Additional Payment Plan") which may be treated as an integral Part of this Agreement .

It is made clear by the **PROMOTER/VENDOR/LAND OWNER** and the **ALLOTTEE/PURCHASER** agree that the Flat along with the covered parking space 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 **ALLOTTEE/PURCHASER**. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the **ALLOTTEE/PURCHASER** of the Project.

The **PROMOTER/VENDOR/LAND OWNER** agrees to pay all outgoings before transferring the physical possession of the **FLAT** to the **ALLOTTEE/PURCHASER**, which it has collected from the **ALLOTTEE**, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan 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/VENDOR/LAND OWNER** fails to pay all or any of the outgoings collected by it from the **ALLOTTEE/PURCHASER** or any liability, mortgage loan and interest thereon before transferring the apartment to the **ALLOTTEE/PURCHASER**, the

PROMOTER/VENDOR/LAND OWNER agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The **ALLOTTEE/PURCHASER** has paid a sum of Rs...../- , (Rupeesonly) as booking amount being part payment towards the Total Price of the Flat at the time of application of the receipt of which the **PROMOTER/VENDOR/LAND OWNER** hereby acknowledges and the **ALLOTTEE/PURCHASER** hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan and Additional Payment Plan being **FOURTH AND FIFTHSCHEDULE** as may be demanded by the **PROMOTER/VENDOR/LAND OWNER** within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the **PROMOTER/VENDOR/LAND OWNER** abiding by the construction milestones, the **ALLOTTEE/PURCHASER** shall make all payments, on demand by the **PROMOTER/VENDOR/LAND OWNER** within the stipulated time as mentioned in the Payment Plan and Additional Payment Plan being **FOURTH AND FIFTH Schedule** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**VANVI PROJECTS (P) LTD**' herein referred to as the **PROMOTER/VENDOR/LAND OWNER** , payable at Kolkata.

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

The **ALLOTTEE/PURCHASER**, if residents 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/VENDOR/LAND OWNER** with such permission, approvals which would enable the **PROMOTER/VENDOR/LAND OWNER** to fulfil its obligations under this Agreement.

Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of

India or any other applicable law. The **ALLOTTEE/PURCHASER** understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they 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/VENDOR/LANDOWNER** accepts no responsibility in this regard. The **ALLOTTEE/PURCHASER** shall keep the **PROMOTER/VENDOR/LAND OWNER** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **ALLOTTEE/PURCHASER** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **ALLOTTEE/PURCHASER** to intimate the same in writing to the **PROMOTER/VENDOR/LAND OWNER** immediately and comply with necessary formalities if any, under the applicable laws. The **PROMOTER/VENDOR/LAND OWNER** shall not be responsible towards any third party making payment/remittances on behalf of any **ALLOTTEE/PURCHASER** and such third party shall not have any right in the application/allotment of the said **FLAT** applied for herein in any way and the **PROMOTER/VENDOR/LAND OWNER** shall be issuing the payment receipts in favour of the **ALLOTTEE/PURCHASER** only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The **ALLOTTEE/PURCHASER** authorizes the **PROMOTER/VENDOR/LANDOWNER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his name as the **PROMOTER/VENDOR/LAND OWNER** may in its sole discretion deem fit and the **ALLOTTEE/PURCHASER** undertakes not to object/demand/direct the **PROMOTER/VENDOR/LAND OWNER** to adjust their payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the **PROMOTER/VENDOR/LAND OWNER** as well as the **ALLOTTEE/PURCHASER**. The **PROMOTER/VENDOR/LAND OWNER** shall abide by the time schedule for completing the project and handing over the **FLAT** to the **ALLOTTEE/PURCHASER** and the common areas to the association of the **ALLOTTEE/PURCHASER** (subject to formation of the association) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **ALLOTTEE/PURCHASER** shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **PROMOTER/VENDOR/LAND OWNER** as provided in Payment Plan and Additional Payment Plan duly mentioned in **FOURTH AND FIFTH Schedule** ”

6. CONSTRUCTION OF THE PROJECT/ FLAT:

The **ALLOTTEE/PURCHASER** have seen the specifications of the Flat and accepted the Payment Plan, Additional Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the **PROMOTER/VENDOR/LAND OWNER**. The **PROMOTER/VENDOR/LAND OWNER** shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the **PROMOTER/VENDOR/LAND OWNER** undertakes to strictly abide by such plans approved by the competent Authorities.

7. POSSESSION OF THE FLAT:

Schedule for possession of the said Flat: The **PROMOTER/VENDOR/LAND OWNER** agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The **PROMOTER/VENDOR/LAND OWNER**, based on the approved plans and specifications, assures to hand over possession of the Flat on December 2024, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, Pandemic 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/PURCHASER** agrees that the **PROMOTER/VENDOR/LAND OWNER** shall be entitled to the extension of time for delivery of possession of the Flat, **provided** that such **Force Majeure** conditions are not of a nature which make it impossible for the contract to be implemented. The **ALLOTTEE/PURCHASER** agree and confirm that, in the event it becomes impossible for the **PROMOTER/VENDOR/LAND OWNER** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **PROMOTER/VENDOR/LAND OWNER** shall refund to the **ALLOTTEE/PURCHASER** the entire amount received by the **PROMOTER/VENDOR/LAND OWNER** from the **ALLOTTEE/PURCHASER** within 45 days from that date. After refund of the money paid by the **ALLOTTEE/PURCHASER**, **ALLOTTEE/PURCHASER** agree that he shall not have any rights, claims etc. against the **PROMOTER/VENDOR/LAND OWNER** and that the **PROMOTER/VENDOR/LAND OWNER** shall be released and discharged from all its obligations and liabilities under this Agreement.

PROCEDURE FOR TAKING POSSESSION – The **PROMOTER/VENDOR/LAND OWNER**, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing the possession of the Flat, to the **ALLOTTEE/PURCHASER** in terms of this Agreement to be taken **within 3 (three months from the date of issue of such notice** and the **PROMOTER/VENDOR/LAND OWNER** shall give possession of the Flat to the **ALLOTTEE/PURCHASER**. The **PROMOTER/VENDOR/LAND OWNER** agrees and

undertakes to indemnify the **ALLOTTEE/PURCHASER** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **PROMOTER/VENDOR/LAND OWNER**. The **ALLOTTEE/PURCHASER** agree to pay the maintenance charges as determined by the **PROMOTER/VENDOR/LAND OWNER** /association of **ALLOTTEE/PURCHASER**, as the case may be. The **PROMOTER/VENDOR/LAND OWNER** on its behalf shall offer the possession to the **ALLOTTEE** in writing within 90 days of receiving the **occupancy/completion certificate** of the Project.

FAILURE OF ALLOTTEE/PURCHASER TO TAKE POSSESSION OF FLAT: Upon receiving a written intimation from the **PROMOTER/VENDOR/LAND OWNER** as per clause 7.2, the **ALLOTTEE/PURCHASER** shall take possession of the Flat from the **PROMOTER/VENDOR/LAND OWNER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **PROMOTER/VENDOR/LAND OWNER** shall give possession of the Flat to the **ALLOTTEE/PURCHASER**. In case the **ALLOTTEE/PURCHASER** fails to take possession within the time provided in clause 7.2, such **ALLOTTEE/PURCHASER** shall continue to be liable to pay maintenance charges as applicable.

POSSESSION BY THE ALLOTTEE/PURCHASER – After obtaining the **occupancy/completion certificate** and handing over physical possession of the Flat to the **ALLOTTEE/PURCHASER**, it shall be the responsibility of the **PROMOTER/VENDOR/LAND OWNER**, to hand over the necessary documents and plans, including common areas, to the association of the **ALLOTTEE/PURCHASER** or the competent authority, as the case may be, as per the local laws.

CANCELLATION BY ALLOTTEE/PURCHASER – The **ALLOTTEE/PURCHASER** shall have the right to cancel/withdraw HIS allotment in the Project as provided in the Act:

Provided that where the **ALLOTTEE/PURCHASER** propose to cancel/withdraw from the project without any fault of the **PROMOTER/VENDOR/LAND OWNER**, the **PROMOTER/VENDOR/LAND OWNER** shall be entitled to cancellation charges as mentioned in **SIXTH SCHEDULE** which may be treated as an integral part of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDOR/LAND OWNER:

The **PROMOTER/VENDOR/LAND OWNER**, hereby represents and warrants to the **ALLOTTEE/PURCHASER** as follows:

- (i) The **PROMOTER/VENDOR/LAND OWNER**, has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said

Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The **PROMOTER/VENDOR/LAND OWNER**, 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 Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law.

Further, the **PROMOTER/VENDOR/LAND OWNER**, 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 Flat and common areas;

- (vi) The **PROMOTER/VENDOR/LAND OWNER**, 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 **ALLOTTEE/PURCHASER** created herein, may prejudicially be affected;
- (vii) The **PROMOTER/VENDOR/LAND OWNER**, 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 Flat which will, in any manner, affect the rights of **ALLOTTEE/PURCHASER** under this Agreement;
- (viii) The **PROMOTER/VENDOR/LAND OWNER**, confirms that it has not been restricted in any manner whatsoever from selling the said Flat to the **ALLOTTEE/PURCHASER** in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Conveyance the **PROMOTER/VENDOR/LAND OWNER**, shall handover lawful, vacant, peaceful, physical possession of the Flat to the **ALLOTTEE/PURCHASER** and the common areas to the Association of the Allottees after its formation;
- (x) The **PROMOTER/VENDOR/LAND OWNER**, 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 upto the issuance of the Occupancy certificate;
- (xi) 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/VENDOR/LAND OWNER**, in respect of the said Land and/or the Project;

(xii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the Force Majeure clause, the **PROMOTER/VENDOR/LAND OWNER**, shall be considered under a condition of Default, in the following events:

(i) **PROMOTER/VENDOR/LAND OWNER**, fails to provide ready to move in possession of the Flat to the **ALLOTTEE/PURCHASER** within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the **FLAT** shall be in a habitable condition which is complete in all respects;

Provided that where the **ALLOTTEE/PURCHASER** does not intend to withdraw from the project or terminate the Agreement, they shall be paid, by the **PROMOTER/VENDOR/LAND OWNER**, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

(ii) In case the **ALLOTTEE/PURCHASER** fail to make payments for 2(two) consecutive demands made by the **PROMOTER/VENDOR/LAND OWNER**, as per the Payment Plan, Additional Payment Plan annexed hereto, despite having been issued notice in that regard the **ALLOTTEE/PURCHASER** shall be liable to pay interest to the **PROMOTER/VENDOR/LAND OWNER**, on the unpaid amount at the rate specified in the Rules.

(iii) In case of Default by **ALLOTTEE/PURCHASER** under the condition listed above continues for a period beyond consecutive months after notice from the **PROMOTER/VENDOR/LAND OWNER**, in this regard, it shall cancel the allotment of the Flat in favour of the **ALLOTTEE/PURCHASER** and refund the amount money paid to them by the **ALLOTTEE/PURCHASER** by deducting the booking amount and the interest liabilities more fully and particularly described in **SIXTH SCHEDULE** herein above mentioned and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT:

The **PROMOTER/VENDOR/LAND OWNER**, on receipt of complete amount of the Price of the Flat under the Agreement from the **ALLOTTEE/PURCHASER**, shall execute a Deed of Conveyance and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy/completion certificate.

The Deed of Conveyance shall be prepared by **Mr. ABHIJITSARKAR** Advocate of 7, Old Post Office Street, Room No. 8 Kolkata 700 001 and Cost for preparation and Registration of this

Agreement for Sale and Deed of Conveyance has been more fully and particularly mentioned in **SEVENTHSCHEDULE** which may be treated as an integral part of this Agreement.

However, in case the **ALLOTTEE/PURCHASER** fail 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/PURCHASER** authorize the **PROMOTER/VENDOR/LAND OWNER**, to withhold registration of the conveyance deed in his favour till full and final settlement of all dues and stamp duty and registration charges to the **PROMOTER/VENDOR/LAND OWNER**, is made by the **ALLOTTEE/PURCHASER**. The **ALLOTTEE/PURCHASER** 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. MAINTENANCE OF THE SAID BUILDING/FLAT:

The **PROMOTER/VENDOR/LAND OWNER**, shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the **ALLOTTEE/PURCHASER**. The cost of such maintenance has been mentioned in the **FOURTHANDFIFTHSCHEDULE** herein above mentioned and also annexed to this Agreement.

12. DEFECT LIABILITY:

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the **PROMOTER/VENDOR/LAND OWNER**, as per the agreement for sale relating to such development is brought to the notice of the **PROMOTER/VENDOR/LAND OWNER**, within a period of 5 (five) years by the **ALLOTTEE/PURCHASER** from the date of handing over possession, it shall be the duty of the **PROMOTER/VENDOR/LAND OWNER**, 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 **ALLOTTEE/PURCHASER** shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The **ALLOTTEE/PURCHASER** hereby agrees to purchase the Flat on the specific understanding that his 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 **ALLOTTEE/PURCHASER** (or the maintenance agency appointed by it) and performance by the **ALLOTTEE/PURCHASER** of all his obligations in

respect of the terms and conditions specified by the maintenance agency or the association of **ALLOTTEE** from time to time.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The **PROMOTER/VENDOR/LAND OWNER,**/ maintenance agency /association of **ALLOTTEE/PURCHASER** shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the **ALLOTTEE/PURCHASER** agrees to permit the association of **ALLOTTEE/PURCHASER**and/or maintenance agency to enter into the Flat 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 the project (**THE FORTY 4**), 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/PURCHASER** shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of **ALLOTTEE/PURCHASER** formed by the **ALLOTTEE/PURCHASER** for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT: Subject to Clause 12 above, the **ALLOTTEE/PURCHASER** shall, after taking possession, be solely responsible to maintain the Flat at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat, 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 Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The **ALLOTTEE/PURCHASER** further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The **ALLOTTEE/PURCHASER** 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/PURCHASER** shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The **ALLOTTEE/PURCHASER** shall also not remove any wall, including the outer and load bearing wall of the Flat. The **ALLOTTEE/PURCHASER** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **PROMOTER/VENDOR/LANDOWNER** and thereafter the association of **ALLOTTEE/PURCHASER** and/or maintenance agency appointed by association of **ALLOTTEE/PURCHASER**. The **ALLOTTEE/PURCHASER** 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/PURCHASER** is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the **ALLOTTEE/PURCHASER** hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at his own cost.

18. ADDITIONAL CONSTRUCTIONS:

The **PROMOTER/VENDOR/LAND OWNER**, 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 the competent authority(ies) except for as **Provided** in the Act.

The **PROMOTER/VENDOR/LAND OWNER**, can if it gets sanction from the authority for further construction.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the **PROMOTER/VENDOR/LAND OWNER**, executes this Agreement it shall not mortgage or create a charge on the Flat/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **ALLOTTEE/PURCHASER** who have taken or agreed to take such Flat in the Building.

20. APARTMENT OWNERSHIP ACT:

The **PROMOTER/VENDOR/LAND OWNER**, has assured the **ALLOTTEE/PURCHASER** that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The **PROMOTER/VENDOR/LAND OWNER**, showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the **ALLOTTEE/PURCHASER** by the **PROMOTER/VENDOR/LAND OWNER**, does not create a binding obligation on the part of the **PROMOTER/VENDOR/LAND OWNER**, or the **ALLOTTEE/PURCHASER** until, firstly, the **ALLOTTEE/PURCHASER** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and Additional Payment Plan within 30 (thirty) days from the date of receipt by the **ALLOTTEE/PURCHASER** and secondly, appears for registration of the same before the concerned Registrar of Assurances Kolkata as and when intimated by the **PROMOTER/VENDOR/LAND OWNER**, If the **ALLOTTEE/PURCHASER** fails to execute and deliver to the **PROMOTER/VENDOR/LAND OWNER**, this Agreement within 30 (thirty) days from the date of its receipt by the **ALLOTTEE/PURCHASER** and/or appear before the Registrar of Assurance Kolkata for its registration as and when intimated by the **PROMOTER/VENDOR/LAND OWNER**, , then the **PROMOTER/VENDOR/LAND OWNER**, shall serve a notice to the **ALLOTTEE/PURCHASER** for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the **ALLOTTEE/PURCHASER**, application of the **ALLOTTEE/PURCHASER** shall be treated as cancelled and all sums deposited by the **ALLOTTEE/PURCHASER** in connection therewith including the booking amount shall be returned to the **ALLOTTEE/PURCHASER** 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 Flat.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT ARE APPLICABLE ON ALLOTTEE/PURCHASER AND SUBSEQUENT ALLOTTEE/PURCHASER:

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 and enforceable against any subsequent **ALLOTTEE/PURCHASER** of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

Failure on the part of the PROMOTER/VENDOR/LAND OWNER, 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the **ALLOTTEE/PURCHASER** has to make any payment, in common with other **ALLOTTEES/PURCHASERS** in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats 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 **PROMOTER/VENDOR/LAND OWNER**, 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/PURCHASER**, in Kolkata after the Agreement is duly executed by the **ALLOTTEE/PURCHASER** and the **PROMOTER/VENDOR/LAND OWNER**, or simultaneously with the execution the said Agreement shall be registered at the office of the ARA Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the **ALLOTTEE/PURCHASER** and the **PROMOTER/VENDOR/LAND OWNER**, as contemplated by this Agreement shall be deemed to have been duly served if sent to the **ALLOTTEE/PURCHASER** or the **PROMOTER/VENDOR/LAND OWNER**, by Registered Post at their respective addresses specified below:

- i) Promoter name :M/s Vanvi Projects (P) Ltd
(Registered office Address):10/C, Ho-Chi Minh Sarani Kolkata 700 071
- ii) Name of Allottee/Purchaser:
(Allottee/Purchaser Address):, Post Office-, Police Station:....., Kolkata

It shall be the duty of the **ALLOTTEE/PURCHASER** and the **PROMOTER/VENDOR/LAND OWNER**, 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/VENDOR/LAND OWNER**, or the **ALLOTTEE/PURCHASER**, as the case may be.

31. JOINT ALLOTTEE/PURCHASER:

That in case there are Joint **ALLOTTEE/PURCHASER** all communications shall be sent by the **PROMOTER/VENDOR/LANDOWNER** to the **ALLOTTEE/PURCHASER** whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the **ALLOTTEE/PURCHASER**.

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 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.

34. DISCLAIMER:

Any other terms and conditions as per the contractual understanding by and between the **Parties** hereto, however, it is ensured by the **Parties** hereto that, such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the WBREERA Act and the Rules and Regulation made thereunder.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of Landed Property)

ALL THAT piece and parcel of Leasehold Land measuring about 10 cottahs be the same a little more or less comprised in Municipal Premises No. 44, Ram Dulal Sarkar Street (previously Known as Municipal Premises No. 44, Maniktala Street) within the local ambit of Kolkata Municipal Corporation, under Police Station- Girish Park (previously Maniktala), **TOGETHERWITH** a building/structure standing thereon having a total area of 12716 sq.ft. be the same a little more or less (Ground floor having an area of 5724 sq. ft., first floor having an area of 5724 sq. ft, along with 1268 sq. ft. asbestos shed.), which is duly set-forth and/or earmarked in the **Plan** duly bordered by Red ink attached hereto and butted and bounded as follows in such manner :-

ON THE NORTH :By The Municipal Premises No. 151A, Ramdulal Sarkar Street, Kolkata- 700006;

ON THE EAST :By the Municipal Premises No. 45, Ramdulal Sarkar Street, Kolkata- 700006;

ON THE SOUTH :By the Municipal Premises No. 71, W.C. Banerjee Street, Kolkata- 700006;

ON THE WEST :By the Municipal Premises No. 41, Ramdulal Sarkar Street, Kolkata- 700006;

SECOND SCHEDULE MENTIONED HEREIN ABOVE

ALL THAT One self-contained RESIDENTIAL FLAT(with all fittings and fixtures as specified in the brochure) being no.having carpet area of square feet equal to Sq. Ft

Super Built up area, be the same a little more or less, on floor in the Building along with Onecovered parking space in the Ground floor of the Building "The FORTY4", at the premises no. 44, Ram Dulal Sarkar Street, Kolkata 700 006 as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") of the said premises more fully and particularly described in the **FIRST SCHEDULE** hereinabove written and delineated in the plan annexed hereto duly bordered thereon in "RED". out of the total area of land comprising in the entire Residential Area/said premises

THIRD SCHEDULE MENTIONED HEREIN ABOVE

Payment Schedule and Terms & Conditions				
GST @ 5 % applicable on Flat Value'				
Cheque in favour of : VANVI PROJECTS PRIVATE LIMITED				
PAYMENT SCHEDULE				
SNO	PARTICULARS	FLAT	PARKING	OTHERS
1	Booking Amount Agreement on Sale	20%	20%	20%
2	On Completion Of Piling	5%	5%	5%
3	On Completion of Foundation Work	5%	5%	5%
4	On Completion of Ground Floor Roof	7.5%	7.5%	7.5%
5	On Completion of 1st Floor Roof	7.5%	7.5%	7.5%
6	On Completion of 2nd Floor Roof	7.5%	7.5%	7.5%
7	On Completion of Third Floor Roof	7.5%	7.5%	7.5%
8	On Completion of 4th Floor Roof	7.5%	7.5%	7.5%
9	On Completion of Brickwork of the Flat Booked	7.5%	7.5%	7.5%
10	On Completion of inside Plaster	5.0%	5%	5%
11	On Completion of outside plaster of the Flat Booked	10%	10%	10%
12	On Possessionand Registration	10%	10%	10%
TOTAL PAYMENT		100%	100%	100%

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

FOURTH SCHEDULE MENTIONED HEREIN ABOVE

UTILITY CHARGES	
H.T. /L.T / Transformer Charges	Rs.50 /- sq.ft + GST
Generator Charges	Rs.50 /- sq.ft + GST

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

FIFTH SCHEDULE MENTIONED HEREIN ABOVE

ADDITIONAL CHARGES	
Maintenance Deposit (For 1 year maintenance)	Rs.30 /- per sq.ft.+ GST
Municipal Deposit	As per actual
Individual Meter Deposit	As per actual

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

SIXTH SCHEDULE MENTIONED HEREIN ABOVE

OTHER IMPORTANT TERMS & CONDITIONS
Cancellation Charges @ Rs 1 lac + GST if cancelled before execution of agreement or 30 days whichever is earlier
Cancellation Charges @ Rs 2 lac + GST if cancelled after execution of agreement .
Nomination Charges @ Rs.100/- per sq.ft + GST and is allowed only after 12 months of agreement
NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

SEVENTH SCHEDULE MENTIONED HEREIN ABOVE

ANCILLARY CHARGES	
Legal and Documentation Charges	Rs.....

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

MEMO OF CONSIDERATION:**PART-I**

(Total Lawful agreed Consideration payable by the Purchaser to the Vendor herein)

- (i) Consideration money for Conveying the **Said Residential Flat** together with one **Covered Car Parking Space** as are mentioned in the **Second Schedule** hereinabove written

TOTAL**Rs./-**

(RupeesOnly)

PART-II**(Memo of Earnest Consideration)**

The amount so mentioned herein below has been paid by the **PURCHASER** to the **VENDORS** herein as an earnest money in such manner as follows:-

DATE	CHQ/D.D.No. /R.T.G.S./NEFT/CASH	DRAWN ON	AMOUNT (Rs.)
TOTAL-			Rs.

SIGNATURE OF VENDOR

IN WITNESS WHEREOF the Vendor and the Purchasers abovenamed have put their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the **PROMOTER/VENDOR/LAND OWNER**

ABOVENAMED AT

Kolkata in the Presence of:

1.

2.

SIGNED SEALED AND DELIVERED

by the **ALLOTTEE/PURCHASER** ABOVENAMED

AT Kolkata in the Presence of:

1.

2.

Drafted by me

(Abhijit Sarkar)

Advocate

7, Old Post Office Street

Ground Floor, Room No.8

Kolkata-700 001

Enrolment No.- WB/1918/1995

DATED THE DAY OF
.....2023

AGREEMENT FOR SALE

BETWEEN
VANVI PROJECTS PRIVATE LIMITED
AND
MR./MRS.

ABHIJIT SARKAR
ADVOCATE
ROOM NO. 8 (Ground Floor)
7, OLD POST OFFICE STREET,
KOLKATA-700 001