

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this ____ day of ____ Two Thousand

BETWEEN (1) MANASH BANERJEE (PAN: BZEPB4651G),
(AADHAAR: 290234813639), **(2) MILAN BANERJEE** (PAN: BRTPB2382N), (AADHAAR:
498841019397), both son of Late Phani Bhusan Banerjee, both by occupation: Retired
person, both residing at 60/48, Haripada Dutta Lane, P.S. Golfgreen, P.O. Jadavpur,
Kolkata - 700033, represented by their constituted power of attorneys, **(1) AMIT**

[Handwritten Signature]



BAJORIA (PAN: AHCPB2460Q) son of late Srikrishna Bajoria, by faith-Hindu, by occupation-Business, residing at 17, Lansdowne Place, Flat 11A, 11th Floor, P.S. Rabindra Sarovar, P.O. Sarat Bose Road, Kolkata-700029 and **(2) SUPRABHAT SEN (PAN: ECMPS9216J)**, son of Late Uday Sankar Sen, by faith Hindu, by occupation-Business, residing at 258A, A.P.C. Road, P.O. Beadon Street, P.S. Narkeldanga, Kolkata-700006, hereinafter referred to as the **OWNERS / FIRST PART** (which expression shall unless exclude by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assignees), of the **ONE PART**.

AND

(In case of Individual)

Mr. _____, having **PAN:** _____, **Aadhaar No.** _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation _____, residing at _____, P.O: _____, P.S: _____, Kolkata- _____ hereinafter referred to as the "**PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her legal heirs, legal representatives, executors, administrators nominees and assigns) of the **SECOND PART**

OR

(In case of Company)

M/S. _____, having **PAN:** _____, a Company incorporated under the Companies Act, 1956 and having its registered office at _____, P.O: _____, P.S: _____, Kolkata - _____, represented by its Director/authorised representative _____, having **PAN:** _____, **Aadhaar No.** _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at _____, P.O. _____, P.S. _____, Kolkata- _____ hereinafter called and referred to as "**PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators nominees and assigns) of the **SECOND PART**

OR

(In case of Partnership Firm,)

M/S. _____, having **PAN:** _____, a Partnership firm established under the Indian Partnership Act 1932 and having its registered office at _____, P.O: _____, P.S: _____, Kolkata, - _____, represented by its Partner/authorised representative _____, having **PAN:** _____, **Aadhaar No.** _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at _____, P.O. _____, P.S. _____, Kolkata- xxxxxxxx hereinafter called and referred to as "**PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or



context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators nominees and assigns) of the **SECOND PART**.

SAANVI NIWAS PRIVATE LIMITED (PAN: ABGCS1316R), a company incorporated under the Companies Act, 2013, having its registered office at 2B, Mahendra Road, Post Office & Police Station Bhowanipore, Kolkata-700025, represented by its Directors namely, **AMIT BAJORIA (PAN: AHCPB2460Q)** son of late Srikrishna Bajoria, by faith-Hindu, by occupation-Business, residing at 17, Lansdowne Place, Flat 11A, 11th Floor, P.S. Rabindra Sarovar, P.O. Sarat Bose Road, Kolkata-700029 and **SUPRABHAT SEN (PAN: ECMPS9216J)**, son of Late Uday Sankar Sen, by faith Hindu, by occupation-Business, residing at 258A, A.P.C. Road, P.O. Beadon Street, P.S. Narkeldanga, Kolkata-700006, hereinafter referred to as the '**DEVELOPER/CONFIRMING PARTY**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**.

The Owner, Developer and the Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. One Union Company Limited was the owner **ALL THAT** piece and parcel of land measuring about 3 (three) Cottahs 40 (fourty) sq.ft. a little more or less together with partly two storied old building comprising C.S. Dag No. 978 and Khatian No. 125, with 126 now within the limits of the Kolkata Municipal Corporation under Ward No. 094 Police Station previously Jadavpur, now Golf Green, after that now Jadavpur 24 Parganas thereof (hereinafter called the "**MOTHER PROPERTY**") more fully described in the Schedule hereinafter written.
- B. The by the virtue of the deed of conveyance which was registered at Sub-Registry office at Alipore, recorded in Book No. I, Volume No. 147, Page No.250 to 257, being No. 9591 for the year of 1959 said Union Company Limited sold, conveyed and transferred their right, title and interest in favour of one Phoni Bhusan Banerjee **ALL THAT** piece and parcel of land measuring about 3 (three) Cottahs 40 (fourty) sq.ft. a little more or less together with partly two storied old building comprising C.S. Dag No. 978 and Khatian No. 125, with 126 now within the limits of the Kolkata Municipal Corporation under Ward No. 094, Police Station previously Jadavpur, now Golf Green.
- C. The by the virtue of the deed of gift which was registered at Sub- Registry office at Alipore, recorded in Book No. I, Volume No. 83, Pages No. 1 to 16, being No. 2630 for the year of 1999 the said Phoni Bhusan Banerjee transfer his right, title and interest in favour of his son Milan Banerjee the southern portion of the Ground floor comprising C.S. Dag No. 978 and Khatian No. 125, with 126 now within the limits of the Kolkata Municipal Corporation at Premises No. 60/48, Hari Pada Dutta Lane, Police station previously Jadavpur, now Golfgreen, Kolkata-700033, under Ward No. 094.
- D. The by the virtue of the deed of gift which was registered at Sub- Registry office at Alipore, recorded in Book No. I, Volume No. 80, Page No.302 to 315, being No. 2629 for the year of 1999 the said Phoni Bhusan Banerjee transferred his right, title and interest in favour of his son Manas Banerjee Northern portion of the Ground floor, asbestos shed on the first floor and roof comprising C.S. Dag No.



978 and Khatian No. 125, with 126 now within the limits of the Kolkata Municipal Corporation at Premises No. 60/48, Hari Pada Dutta Lane, Police station previously Jadavpur, now Golfgreen, Kolkata-700033, under Ward No. 094.

- E. The by the virtue of the deed of gift which was registered at Sub- Registry office at Alipore, recorded in Book No. I, Volume No. 146, Pages No. 932 to 939, being No. 7495 for the year of 2001 the said Phoni Bhushan Banerjee transfer his right, title and interest in favour of his son Milan Banerjee and Manas Banerjee on the entire first floor comprising C.S. Dag No. 978 and Khatian No. 125, with 126 now within the limits of the Kolkata Municipal Corporation at Premises No. 60/48, Hari Pada Dutta Lane, Police station previously Jadavpur, now Golfgreen, Kolkata-700033, under Ward No. 094.
- F. After the death of Phani Bhushan Banerjee on 30/12/2002, Milan Banerjee and Manas Banerjee became absolute joint Owners & duly mutated their name in the Assessment records of the Kolkata Municipal Corporation in respect ALL THAT piece and parcel of land measuring about 3 (three) Cottahs 40 (fourty) sq.ft. a little more or less together with partly two storied building comprising C.S. Dag No. 978 and Khatian No. 125, with 126 now within the limits of the Kolkata Municipal Corporation under Ward No. 094 Police Station previously Jadavpur, now Golf Green, thereof of the Premises No. 60/48, Hari Pada Dutta Lane, Kolkata-700033.
- G. The Owners herein became interested to develop and commercially exploit the Said Premises by constructing a new building has approached the Developer herein to develop the same in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with any further additions, alterations and/or modifications as may be decided by the Developer; (hereinafter for the sake of brevity referred to as "K.M.C.").
- H. The Owners are jointly seized and possessed of land measuring about 3(three) Cottahs 40 (forty) sq.ft. a little more or less at the Premises No. 60/48, Hari Pada Dutta Lane, Police station previously Jadavpur, now Golfgreen, Kolkata-700033, under Ward No. 094. The Owners have decided to develop the said property through the Developer herein and to make the title of the property marketable. Both the parties have agreed to enter into a registered joint venture agreement dated 13-08-2021 being no. 160305998 for the year 2021 registered in Book-I, Volume no. 1603-2021, pages from 192113 to 192149 registered in the office of DSR-III, Alipore, Kolkata.
- I. The Owners also have given a registered power of attorney to the Developer in order to construct a G+3 building and execute the deed of conveyance and enter into agreement for sale with the intending Purchasers and also issue money receipt and take advance only on the Developer's allocation dated 13-08-2021 being no. 160306029 for the year 2021 registered in Book-I, Volume no. 1603-2021, Pages from 175137 to 175157 registered in the office of DSR-III, Alipore, Kolkata.
- J. The Developer have caused a plan sanctioned by the Kolkata Municipal Corporation being building plan no. 2022100152 dated 29-09-2022 for the construction of a new G+3 residential building having independent flats/units

S. Subhakar Sen



and covered/open car parking spaces on the said property after demolishing the existing structure thereon (hereinafter referred to as the said plan).

- K. The Developer has started the construction of the said G+3 building and the Purchasers after scrutiny of all the title papers and documents, sanction plan, etc. and being satisfied have offered the Developer to purchase a flat on the floor being flat no. ____ located in south-western side measuring more or less ____ sq. ft. super built up area consisting of two bedrooms, two toilets, one kitchen, one balcony and one living and dining room and one covered car parking on the said G+3 building at Premises No. 60/48, Hari Pada Dutta Lane, Police station previously Jadavpur, now Golfgreen, Kolkata-700033, under Ward No. 094 more fully described in Schedule B and the Developer have agreed to sell the flat at a total consideration of Rs. _____ /- plus GST as applicable.

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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):

Apartment No. Type Floor	Rate of Apartment per square feet

[AND] [IF / AS APPLICABLE]

Garage / Closed Parking - 1	Price for 1
Garage / Closed Parking - 2	Price for 2

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter 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) up to the date of handing over the possession of the [Apartment/Plot]:

S. Subalal



Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or 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: 1) pro rata share in the Common Areas; and 2) _____ Garage(s) / closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. .

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

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below;

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 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 shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the [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 in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with a covered garage / closed parking 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **Ashirwad** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter 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 therefore by such authority or person.

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

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

2. MODE OF PAYMENT



Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' payable at _____ .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT



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

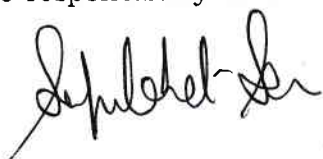
7. POSSESSION OF THE APARTMENT/PLOT

1. Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on 30th March 2025, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

2. Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate* of the Project.

3. Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

4. Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans,



including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

6. Compensation –

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect 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 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;

[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been



and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter 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 created herein, may prejudicially be affected;

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

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, Physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(xiii) That the property is not Waqf property.


9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

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



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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

(i) In case the Allottee fails to make payments two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

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

10. CONVEYANCE OF THE SAID APARTMENT

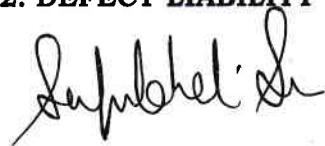
The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance is extra cost which will be decided by the developer at the time of handing over the possession.

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY



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

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

The Allottee hereby agrees to purchase the [Apartment/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 Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 **ASHIRWAD**, shall be earmarked for purposes services but not limited to, underground water tanks, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, as required by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], 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 further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the

Sapubhel Se



[Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees] and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ 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 who has taken or agreed to take such [Apartment/Plot/Building].


20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT



This Agreement, along with its schedules, 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 ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with 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 has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

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.



SCHEDULE 'A'
Part - I
(Apartment / plot)

ALL THAT Flat/ Apartment No. _____, on the _____, floor on the building being constructed on the land as part of the project having a carpet area of about _____ sq. ft more or less, with the respective areas of the verandah/balcony, open terrace (if any) and store (if any) being respectively areas of the verandah/ balcony, open terrace (if any) and store (if any) being respectively _____ sq.ft more or less and _____ sq.ft more or less, thus aggregating to a built up area of _____ sq. ft more less.

For the purpose of payment of the proportionate common expenses and maintenance charges by the Purchaser, the chargeable area shall be the sum total of the Built Up Area and proportionate Common Areas which comes to _____ sq. ft more or less (super built up area).

Part - II
Car Parking Space

All that the _____ Number(s) of covered space at the building on the land, as earmarked, identified and designated by the promoter for the parking of private medium sized car(s) owned by the Purchaser within such space.

ON THE NORTH: By Premises Haripada Dutta Lane K.M.C. Road;

ON THE SOUTH: By Premises No. 60/49, Haripada Dutta Lane;

ON THE EAST: By Premises No. 60/47, Haripada Dutta Lane;

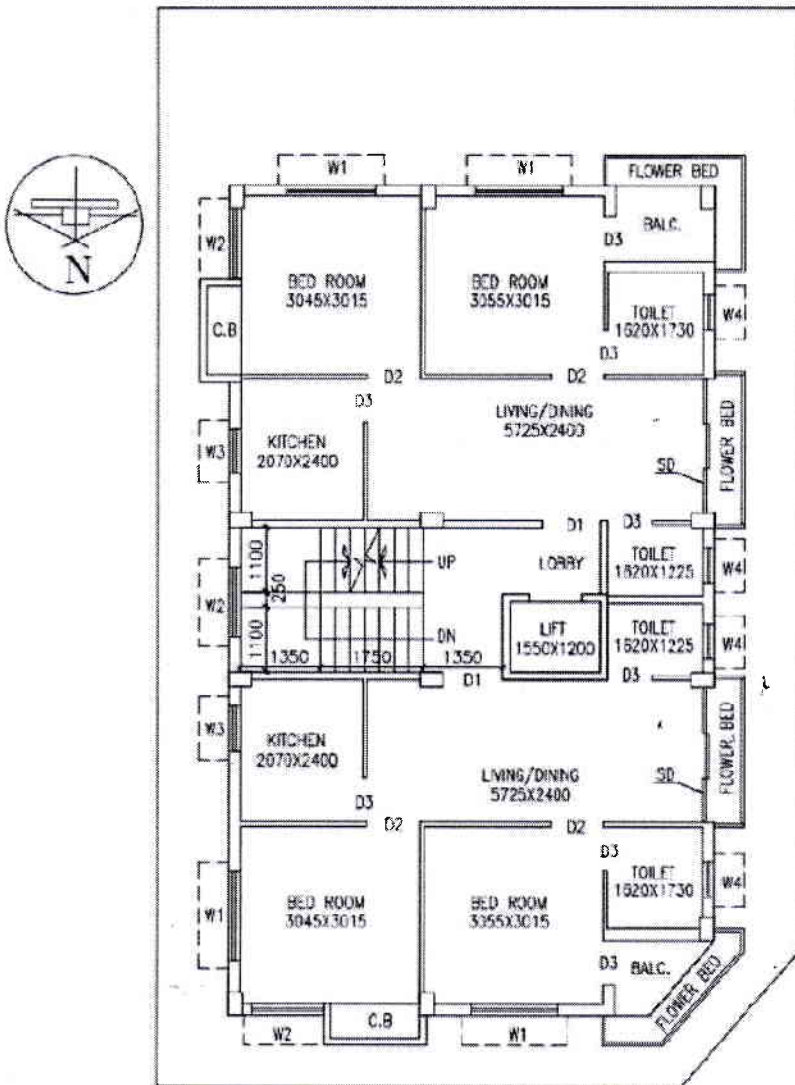
ON THE WEST: By Premises No. Haripada Dutta Lane, K.M.C



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SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT



TYPICAL FLOOR PLAN

Sapthak Sen



SCHEDULE 'C'

Payment Schedule

Application/ Booking Amount	10 % of total consideration + GST
On Execution of Sale Agreement	10 % of total consideration + GST
On Commencement of Foundation	10 % of total consideration + GST
On Completion of 1 st Floor Slab	10 % of total consideration + GST
On Completion of 2 nd Floor Slab	10 % of total consideration + GST
On Completion of 3 rd Floor Slab	10 % of total consideration + GST
On Completion of Brick Work	10 % of total consideration + GST
On Completion of Plastering	10 % of total consideration + GST
On Completion of Flooring	10 % of total consideration + GST
On Possession	10 % of total consideration + GST

OTHER SCHEDULE

PART I

Common Areas and Installations

1. The foundation, columns, beams, supports, entrance and exit.
2. Boundary walls of the premises including outside of the walls of the building and main gates.
3. Entrance lobbies, Driveways, lobbies.
4. Water sewerage and drains, sewerage, drainage connection pipes from the flat to drains and sewers common to the premises.
5. Lift, lift areas & lift landings.
6. Water pumps and motor with installation and space thereof.
7. Overhead water tanks and underground water reservoirs, water pipe and other common plumbing installation and space thereof.
8. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those which are installed for any particular Unit) and spaces required thereof.
9. Staircase and staircase landing from ground floor to roof.
10. Roof of the building, open spaces and all passages.
11. Windows/ doors / grills and other fittings of the common areas of the said premises.
12. Security Room.
13. Toilets and bathrooms on the control floor of the said premises for use of the Durwans, Drivers, Maintenance staff, security staff and other staffs of the said premises.
14. DG Generator sets and control panels for optimum power Backup for common area as well as flats at extra cost.
15. Surveillance facility with CCTV on Ground Floor Common Areas.



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PART II

Common Expenses

1. **MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing (including Painting) etc., of the main structure and in particular gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Project and enjoyed or used by the Purchaser in common with each other, main entrance and exit gates, landings and staircases of the said Project and enjoyed by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds, shared Infrastructure etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircase and other parts of the said Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machines equipment and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, CCTV, Security Systems, Back up/Emergency Lighting and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the common including salaries/contractual payments for cleaning staff, (viz. security, electrician, maintenance persons, caretaker, plumber, administration persons, clerk, sweepers, liftmen etc.) including their annual perks.
4. **TAXES** : Municipal and other rates, taxes and levies, and all other outgoings, (if levied) in respect of the common areas of the said Project (save those assessed separately in respect of any independent unit).
5. **INSURANCE** : Insurance premium, if incurred for insurance of the said Project, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS** : All other expenses and/or outgoings as are incurred by the Maintenance In-charge for the common purposes.

PART III

(Terms, conditions, covenants, stipulations, restrictions to be observed by the Purchaser of the Flat/Apartment)

As a matter of necessity, the ownership and enjoyment of the Units by Purchaser shall be consistent with the rights and interest of all the other Flats Owners and in using and enjoying their respective units and the Common Areas and Installations, each of



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the Flat Owners shall be bound and obliged to follow the House Rules mentioned the Sale Agreement and the following:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project and the common purposes;
- (b) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
- (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In- charge there about unless the circumstance warrant otherwise;
- (d) to use their respective Units (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained it being expressly agreed that such restriction on the Purchaser shall also be equally applicable to the Promoter.
- (e) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Flat owners.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landings etc., in the said Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Project.
- (h) not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment save decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Flat Owner shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.



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- (j) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Project or may cause any increase in the premium payable in respect thereof.
- (k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Flat/Apartment or the said Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Apartment nor allow or permit any other person to do so.
- (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said Project. (n) To keep their respective units and party walls, sewers, drains pipes (including Balcony drainage), cables, wires, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said Project. In particular and without prejudice to the generality to the foregoing, the Allottee shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking spaces allotted and/or granted to them independent of the flats / apartments sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other Owner of flat / apartment in the Building and none else.
- (p) In the event any Purchaser has been allotted any car parking space within the Premises, then such Purchaser shall be bound and obliged to observe fulfil and perform the following terms and conditions:
 - i. The Purchaser shall use such Parking Space only for the purpose of parking of a motor car within the allotted demarcated space and for no other purpose whatsoever;
 - ii. The Purchaser shall not be entitled to sell transfer or assign such parking space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his/her/its apartment, to any person with the only exception being that he/she/it shall be entitled to let out transfer or part with possession of the same independent of apartment to any other Flat owner of apartment in the Project and none else; iii. The Purchaser shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;



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- iv. The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Project or any other portion of the said Project save at the allotted Parking Space;
- v. The Purchaser shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
- vi. The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- vii. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the PURCHASER shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes.
- viii. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building, the Common Areas and Installations etc. and the same shall be shared by and between the Purchaser and the other Flat Owners proportionately. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Purchaser.
- ix. In the event of any of the Flat Owners failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Flat Owner, such defaulting Flat Owner shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving 21 days prior written notice to the Flat Owner to remedy the default:
- x. disconnect the supply of electricity to the unit of the defaulting AllotPtee;
- xi. withhold and stop all other utilities and facilities (including generator etc.,) to the defaulting Flat Owner and his/her/its/ their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/ their unit;
- xii. to demand and directly realise rent and/or other amounts becoming payable to the defaulting Flat Owner by the tenants or licensees or other occupant in respect of the unit of the defaulting PURCHASER.



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- xiii. to display the name of the PURCHASER as a defaulter on the notice board of the Project.

PART- IV
SPECIFICATION

1. Structure:

R.C.C. framed structure.

2. Flooring:

a. Common area:

Lift facia/Corridors/Stairs : Marbles/ Tiles

b. Apartment:

- o Foyer : Tiles
- o Living & Dining : Tiles
- o Master Bedroom : Tiles
- o Other Bedrooms : Tiles
- o Balcony & Utility : Tiles
- o Kitchen : Tiles

c. Toilets:

- o Antiskid Ceramic tiles flooring.
- o Glazed / Ceramic tile dado up to 6 feet Height.

3. Toilets:

- o Hot and cold Single lever basin mixer for all the toilets.
- o Single lever with CP shower units in bath area for all the toilets.
- o Hand Shower.
- o White ceramic basin.
- o All of reputed make.

4. Doors:

- o Main door-both side teak veneer shutter with polish.
- o All other doors made of flush shutters.

5. Windows:

Sushil Chatterjee



- Aluminum sliding windows.
 - Ventilators for toilets.
- 6. Painting:**
- Exterior finish with Textured Finish.
 - Internal walls and Ceilings with putty
- 7. Electrical:**
- TV point in the living room & all bedrooms.
 - Fire resistant electrical wires of Reputed brand.
 - Electrical Modular switches of Reputed make.
 - Telephone points in living area.
 - Air condition point in all bedroom & living room.
 - Wi-Fi connection in the each apartment
- 8.** Intercom facility from each apartment to the security room
- 9. Lift:**
- Manual four passengers lift of reputed make.
- 10. Back- up Generator;**
- Full power back up for each apartment (At extra cost).
- 11. Security Systems:**
- CCTV Surveillance

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.



A handwritten signature in black ink, appearing to be "S. K. Chakrabarti".

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____
(Authorized Signatory)

Please affix
photograph
and sign
across the
Photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____



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