

: AGREEMENT FOR SALE :

This **Agreement For Sale** executed on this the day of , Two
Thousand Twenty (202), of the Christian Era
Between

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M/s. Liberty Real Estate Private Limited (Pan : AABCL 5521B), a Limited Liability Company Incorporated under the Indian Companies Act 1956 -2007, having its registered office at **157/2A, Acharya Prafulla Chandra Road, First Floor, Room No. 1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004**, represented by its **Directors** namely **(1) Sri Uttam Kumar Kundu** (Pan : AFYPK 1781M, Aadhaar No. 2735 1143 6624 and Mobile No. 93310 52340), son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067** and **(2) Sri Gopal Ghosh** (Pan : ADYPG 6312N, Aadhaar No. 2603 3339 8366 and Mobile No. 89022 22222), son of Late Kartick Chandra Ghosh, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at **Bangla Hayatpur, P.O. Batanagar, P.S. Meheshtala, Kolkata-700 140**, hereinafter called and referred to as the **First Party / Owner / Developer / Vendor** (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **One Part.**

And

(1) Sri (Pan : , Aadhaar No. and Mobile No.), son of Sri/Late , by Occupation- , by Nationality- , by Faith- , residing at , P.O. , P.S. , Kolkata- and **(2) Smt** (Pan : , Aadhaar No. and Mobile No.), wife of Sri , by Occupation- , by Nationality- , by Faith- residing at , P.O. , P.S. , Kolkata- hereinafter jointly called and referred to as the **Second Party / Allottees / Purchasers** (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **Other Part.**

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By an Indenture of Conveyance, dated 12/11/1940, registered on 02/12/1940, in the office of the Sub-Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 86, Pages 197 to 199, Being / Deed No. 3715, For the year 1940, made between **The Trustees for the Improvement of Calcutta**, the **Board / Vendor** therein of the **One Part** and **Sri Tarak Nath Mullick**, son of Late Gopal Lal Mullick, the **Purchaser** therein of the **Other Part**, the said Trustees **Sold, Conveyed, Transferred** and **Assured** unto the said Sri Tarak Nath Mullick, **All That** piece or parcel of revenue free **Bastu Land** containing an area of **17 (Seventeen) Cottahs - 13 (Thirteen) Chittaks - 05 (Five) sq.ft.** be the same a little more less, hereditaments, situate and being Plot Nos. 45, 46, 47 and 48 of the surplus lands in Calcutta Improvement Scheme No. VIIJ, formed out of former Premises No. 1, Raja Debendra Narayan Lane and former Premises Nos. 114, 115, 115/1 and 115/2, Grey Street, Calcutta and Comprised in Taluq-Sutanuti, in the North Division of Calcutta, morefully described in the Schedule therein written on valuable consideration mentioned thereto absolutely and forever, hereinafter referred to as the said entire **sole and absolute property**.

And by an Indenture of Transfer, dated 02/12/1940, registered in the office of the Sub-Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 118, Pages 108 to 111, Being / Deed No. 3612, For the year 1940, made between the said **Sri Tarak Nath Mullick**, son of Late Gopal Lal Mullick, the **Transferor** therein of the **One Part** and **Sri Bishnu Prasad Chunder**, son of Late Nundo Lal Chunder, the **Transferee** therein of the **Other**

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Part , the said Sri Tarak Nath Mullick by the way of **Transfer, Transferred** and **Assured** unto the said Sri Bishnu Prasad Chunder, **All That** piece or parcel of revenue free **Bastu Land** containing an area of **03 (Three) Cottahs - 10 (Ten) Chittaks - 00 (Zero) sq.ft.** be the same a little more less, hereditaments, situate and being only Plot No. 45, out of the said entire **sole** and **absolute property** of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta, morefully described in the Schedule-II therein written, absolutely and forever.

And thereafter the said **Sri Bishnu Prasad Chunder** got Sanctioned of a three storied building plan from the Building Department District-I, of the then Corporation of Calcutta on the said Plot No. 45, CIT Scheme No. VIIJ, vide Sanctioned No. 40, dated 27/05/1941.

And Whereas by a **Deed of Gift**, dated 28/06/1941, registered on 30/06/1941, in the office of the Sub-Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 81, Pages 125 to 127, Being / Deed No. 1990, For the year 1941, made between the said **Sri Bishnu Prasad Chunder**, son of Late Nundo Lal Chunder, the **Donor** therein of the **One Part** and **Smt. Lilabati Paul**, wife of Sri Ganesh Chunder Paul and also married daughter of Sri Bishnu Prasad Chunder, the **Donee** therein of the **Other Part**, the said Sri Bishnu Prasad Chunder by the way of **Gift, Gifted, Transferred,** and **Assured** unto the said Smt. Lilabati Paul, **All That** piece or parcel of revenue free **Bastu Land** containing an area of **03 (Three) Cottahs - 10 (Ten)**

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Chittaks - 00 (Zero) sq.ft. be the same a little more less, hereditaments, situate and being said Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta, morefully described in the Schedule therein written, absolutely and forever and the said **Smt. Lilabati Paul** duly got her name mutated in the Books and records of the then CMC (Now the KMC) as sole and absolute owner and was allotted a new separate and independent new /child Premises no. with new road name being **Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan** (formerly : **P.S. Shyampukur**), **Kolkata-700 005**, under the **Ward No. 009, Borough No. I**, vide **Assessee No. 11-009-15-0001-2**, instead of said Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and the said **Smt. Lilabati Paul** raised construction of a three storied fully residential building upon the said plot of Bastu Land or part thereof sometimes in the year 1942 as per sanctioned building plan as aforesaid, hereinafter referred to as the said **sole and absolute property**.

And by a **Deed of Gift** dated 29/09/2007, registered in the office of the A.R.A.-II, Kolkata and recorded there in Book No. I, Volume No. I, Page No. 1 to 9, Being / Deed No. 09101, For the Year 2007, made between **Smt. Lilabati Paul**, widow of Late Ganesh Chandra Paul, the **Donor** therein of the **One Part** and **Smt. Aloka Mukherjee @ Smt. Aloka Mukherji**, widow of Late Amarendra Nath Mukherjee and married daughter of Late Ganesh Chandra Paul (Father) / Late Lilabati Paul (Mother), the **Donee** therein of the **Other Part**, the said Smt. Lilabati Paul **Gift, Gifted, Transferred** and **Assured** unto the said Smt. Aloka Mukherjee @ Smt. Aloka Mukherji, **All That** piece or parcel of revenue free **Bastu Land** containing an area of **03 (Three) Cottahs - 10 (Ten) Chittaks - 00 (Zero) sq.ft.** be the same a little more less, together

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with old dilapidated **cemented floor**, **fully residential three storied building** thereon, having its total covered area **5520 sq.ft.** (i.e. **1840 sq.ft. each floor**) having no **Lift Facilities** therein, along with all easements, appurtenances and common rights of the KMC main road on the eastern and northern side of the said **Bastu Land** available thereto, lying, situate at and being **Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan** (formerly : **P.S. Shyampukur**), **Kolkata-700 005**, within the limits of the **KMC**, under **Ward No. 009, Borough No. I**, vide **Assessee No. 11-009-15-0001-2**, former Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta and since making **Gift** as aforesaid in favour of the said **Donee** therein and the said **Donee** therein is in peacefull possession and enjoyment of the said entire **Gifted** property and her name (**Smt. Aloka Mukherji @ Smt. Aloka Mukherjee**) duly got mutated as sole and absolute owner of the said entire **Gifted** property in the Books and records of the Assessment-Collection (North) Department of the KMC instead of **Smt. Lilabati Paul**, through simple / one visit mutation **Case No. O/009/11-JAN-08/26430**, morefully described in the **Schedule** mentioned property hereunder written, free from all encumbrances, attachment whatsoever, hereinafter referred to as the said entire **Property**.

And the said **Smt. Aloka Mukherji @ Smt. Aloka Mukherjee**, the **First Party / Vendor** therein in course of peaceful possession and enjoyment of the said entire **Property**, by virtue of a registered Deed of Conveyance, dated 24/04/24, which was registered in the office of the ARA-I, Kolkata and recorded there in Book No. Volume No. 1901-2024, Page from 143760 to 143784, Being / Deed No. 190103564, For the year 2024 **Sold, Conveyed, Transferred** and **Assured** of the said entire **Property**, for a valuable consideration mentioned thereon, morefully described in the **Schedule** mentioned property written therein, in favour of **M/s. Liberty Real Estate Private Limited**, a Limited Liability

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Company Incorporated under the Indian Companies Act 1956 -2007, having its registered office at **157/2A, Acharya Prafulla Chandra Road, First Floor, Room No. 1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004**, represented by its **Directors** namely **(1) Sri Uttam Kumar Kundu**, son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067** and **(2) Sri Gopal Ghosh**, son of Late Kartick Chandra Ghosh, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at **Bangla Hayatpur, P.O. Batanagar, P.S. Meheshtala, Kolkata-700 140**, the **Second Party / Purchaser** therein and since Purchased as aforesaid, the said **M/s. Liberty Real Estate Private Limited**, being the **Second Party / Purchaser** therein and the **First Party / Owner / Developer / Vendor** herein got its name mutated as sole and absolute owner of the said purchased entire **Property** in the Books and records of the Assessment-Collection (North) Department of the KMC instead of **Smt. Aloka Mukherji @ Smt. Aloka Mukherjee**, through simple / one visit mutation **Case No. O/009/10-MAY-24/157338**, morefully described in the **Schedule-"A"** mentioned property hereunder written, free from all encumbrances, attachment whatsoever having a good and marketable title thereto, hereinafter referred to as the said entire **Property**.

Whereas

(A) The aforesaid manner the said **M/s. Liberty Real Estate Private Limited**, being present sole and absolute owner of the said **Property** and also as a **First Party / Owner / Developer / Vendor** herein, in course of its peaceful possession and enjoyment of the said **Property** being intended to have the said **Property** developed by construction of a new **multistoried** building, after demolishing of existing old structures upon the said **Property**.

(B) The said **Bastu Land** is earmarked for the purpose of building a (commercial / residential / any other purpose) Project, comprising **multistoried Building** and the said project shall be known as "**Sutanuti Apartment**".

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(C) The **First Party / Owner / Developer / Vendor** herein is fully competent to enter into this **Agreement For Sale** and all the legal formalities with respect to the right, title and interest of the **First Party / Owner / Developer / Vendor** herein regarding the said **Bastu Land** on which project is to be constructed have been completed.

The **First Party / Owner / Developer / Vendor** herein has informed to the Building Department, Borough No. I of the Kolkata Municipal Corporation on / /202 , regarding commencement of the said development work.

(E) The **First Party / Owner / Developer / Vendor** herein has obtained the final layout plan approvals for the project from Building Department, Borough No. I of the Kolkata Municipal Corporation. The **First Party / Owner / Developer / Vendor** herein agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act. and other laws as applicable.

(F) The **First Party / Owner / Developer / Vendor** herein has registered the said project under the provision of the Act. with the **Real Estate Regulatory Authority** at **Kolkata**, vide registration no. on / /202 .

(G) The **Second Party / Allottees / Purchasers** herein has applied for one **Flat** in the said Project vide application no. , dated / / 202 . And same has been allotted in the said "**Sutanuti Apartment**", being **Flat No.** , on the Floor, having **carpet area Sq.Ft.** (i.e. **covered area Sq.Ft.**, being **super built-up area Sq.Ft.**) be the same, a little more less along with one under roof / open **Garage**, being no. , admeasuring sq.ft. on the **Ground Floor** as permissible under the applicable Law and of prorata share in the "**Common Areas**", as defined under clause (N) of Section 2 of the Act. (hereinafter referred to as the said "**Sutanuti Apartment**" morefully and particularly described in the **Schedule-"A"** and the floor plan of the said apartment in annexed hereto and marked as the **Schedule-"B"**.

(H) The **Parties** have gone through all the terms and conditions set out in this **Agreement For Sale** and understood the mutual rights and obligations detailed herein.

(I) The additional discloser :

(J) The **Parties** hereby confirm that they are signing the **Agreement For Sale** with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

(K) 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 For Sale** and applicable laws are now willing to enter into this **Agreement For Sale** on the terms and condition appearing hereinafter.

(L) In accordance with the terms and conditions set out in this **Agreement For Sale** and as mutually agreed upon by and between the **Parties**, the **First Party / Owner / Developer / Vendor** hereby agrees to sell and the **Second Party / Allottees / Purchasers** hereby agrees to purchase the said one **Flat** and the said one **Garage**, as specified in paragraph "**G**".

Now Therefore in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows.

(1) Terms :

Subject to the terms and condition as detailed in this **Agreement For Sale**, the **First Party / Owner / Developer / Vendor** herein agrees to the **Second Party / Allottees / Purchasers** herein and the **Second Party / Allottee / Purchasers** hereby agrees to purchase, the said one **Flat** as specified in paragraph "**H**".

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The Total price for the said **Flat**, based on the **carpet area Sq.Ft.** (i.e. **covered area Sq.Ft.**, being **super built-up area Sq.Ft.**) is **Rs. /- (Rupees)** only. The **Total Price**, give break up and description given under.

<u>Block/Building/Tower no.</u> <u>Apartment no.</u> <u>Type</u> <u>Floor</u>	<u>Rate of Apartment per square feet*</u>

***Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.**

[AND] [if/as applicable]

<u>Garage/Closed parking-1</u>	<u>Price for 1</u>
<u>Garage/Closed parking-2</u>	<u>Price for 2</u>

Explanation :

(i) The total price above includes the booking amount paid by the **Second Party / Allottees / Purchasers** herein to the **First Party / Owner / Developer / Vendor** herein towards the said one **Flat** and one under roof / open **Garage Space**.

(ii) The total price above including **CGST** and **SGST** (consisting of the other tax if any or cess and any other similar taxes as per law, which may be

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levied, in connection with the construction of the said entire Project payable by the **First Party / Owner / Developer / Vendor** herein, upto the date of handing over the possession of the said one **Flat** and one under roof / open **Garage Space**).

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the **Second Party / Allottees / Purchasers** herein to the the **First Party / Owner / Developer / Vendor** herein shall be increased / reduced based on such change / modification.

- (i) The **First Party / Owner / Developer / Vendor** herein shall periodically intimate to the **Second Party / Allottees / Purchasers** herein, the amount payable as started in (i) above and the **Second Party / Allottees / Purchasers** herein shall make payment within 30 days from the date of such written intimation. In addition, the **First Party / Owner / Developer / Vendor** herein shall provide to the **Second Party / Allottees / Purchasers** herein 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 became effective.

(ii) The total price of the said one **Flat** includes: 1) pro rata share in the common areas and 2) said one **Garage** space as provided in this **Agreement For Sale**.

The total price is escalation-free, save and except increases which the **Second Party / Allottees / Purchasers** 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 from the time to time. The **First Party / Owner / Developer / Vendor** herein undertakes and agrees that while raising a demand on the **Second Party / Allottees / Purchasers** herein for increase in development charges, cost charges imposed by the competent authorities, the **First Party / Owner / Developer / Vendor** herein shall enclose the said notification / order / rule / regulation to the effect along with the demand letter being issued to the **Second Party / Allottees / Purchasers** herein, which shall only be applicable on subsequent payments.

The **Second Party / Allottees / Purchasers** herein shall make the payment plan set out in the **Schedule-"C"** ("**Payment Plan**")

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The **First Party / Owner / Developer / Vendor** herein may allow, in its sole discretion, a rebate for early payments for installments payable by the **Second Party / Allottees / Purchasers** herein by discounting such early payment @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the **Second Party / Allottees / Purchasers** herein by the **First Party / Owner / Developer / Vendor** herein.

It is agreed that the **First Party / Owner / Developer / Vendor** herein shall not make any additions and alterations in the sanctioned plan, layout plan and specifications and the nature of fixtures, fittings and amenities described therein in respect of the said "**Sutanuti Apartment**" or Building, as the case may be without the previous written consent of the **Second Party / Allottee / Purchasers** herein. Provided that the **First Party / Owner / Developer / Vendor** herein may make such minor additions or alterations as may be required by the **Second Party / Allottees / Purchasers** herein or such minor changes or alteration as per provision of the Act.

The **First Party / Owner / Developer / Vendor** herein shall confirm the final carpet area that has been allotted to the **Second Party / Allottees / Purchasers** herein after the construction of the said 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 **First Party / Owner/ Developer / Vendor** herein. If there is any reduction in the carpet area within the defined limit then the **First Party / Owner / Developer / Vendor** herein shall refund the excess money paid by the **Second Party / Allottees / Purchasers** herein within forty-five days with annual interest as the rate specified in the rules, from the date when such an excess amount was paid by the **Second Party / Allottees / Purchasers** herein. If there is any increase in the carpet area allotted to the **Second Party / Allottees / Purchasers** herein, the **First Party / Owner / Developer / Vendor** herein shall demand that from the **Second Party / Allottees / Purchasers** herein as per the next milestone of the payment plan. All these monetary adjustments shall be made the same rate per square feet as agreed in Clause 1.2 of this **Agreement For Sale**.

Subject to Clause 9.3 the **First Party / Owner / Developer / Vendor** herein agrees and acknowledges, the **Second Party / Allottees / Purchasers** herein shall have the right to the said one **Flat** and said one **Garage** space as mentioned below :

(i) The **Second Party / Allottees / Purchasers** herein shall have exclusive ownership of the said one **Flat** and said one **Garage** space;

(ii) The **Second Party / Allottees / Purchasers** herein shall also have undivided proportionate share in the common areas. Since the share / interest of the **Second Party / Allottees / Purchasers** herein in the common areas is undivided and cannot be divided or separated, the **Second Party / Allottees/ Purchasers** herein shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them (the **Second Party / Allottees / Purchasers** herein). Further the right of the **Second Party / Allottees / Purchasers** herein 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 **First Party / Owner / Developer/ Vendor** herein shall convey undivided proportionate title in the common areas to the association of allottees / purchasers as provided in the Act;

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(iii) That the computation of the price of the said one **Flat** and said one **Garage** space includes recovery of price of bastu land, construction of the common areas, internal development charges, external development charges taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the said Project.

It is made clear by the **First Party / Owner / Developer / Vendor** herein and the **Second Party / Allottees / Purchasers** herein agrees that the said one **Flat** and said one **Garage** space shall be treated as a single indivisible unit for all purposes. It is agreed that the said Project is an independent, self-contained Project covering the said bastu 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 pupose of integration of infrastructure for the benefit of the **Second Party / Allottees / Purchasers** herein. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the **Second Party / Allottees / Purchasers** herein of the said Project.

It is understood by the **Second Party / Allottees / Purchasers** herein that all other areas and i.e. areas and facilities falling outside the Project, namely "**Sutanuti Apartment**", 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 **First Party / Owner / Developer / Vendor** herein agrees to pay all outgoings before transferring the physical possession of the said one **Flat** and said one **Garage** space to the **Second Party / Allottees / Purchasers** herein, which it has collected from the **Second Party / Allottees / Purchasers** herein, 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 others encumbrances

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and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the **First Party / Owner / Developer/ Vendor** herein fails to pay all or any of the outgoing collected by it from the **Second Party / Allottee / Purchasers** herein or any liability, mortgages loan and interest thereon before transferring the said one **Flat** and said one **Garage** space to the **Second Party / Allottees / Purchasers** herein, the **First Party/ Owner / Developer / Vendor** herein agrees to be liable, even after the transfer of the one **Flat** and said one **Garage** space, 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 any legal proceedings which may be taken there for by such authority or person.

The **Second Party / Allottees / Purchasers** herein has paid a sum of **Rs. /- (Rupees**) only, as booking amount being part payment towards the total price of the one **Flat** and said one **Garage** space at the time of application dated / / 202 , the receipt of which the **First Party / Owner / Developer / Vendor** hereby acknowledges and the **Second Party / Allottees / Purchasers** hereby agrees to pay the remaining price of the one **Flat** and said one **Garage** space as prescribed in the "**Payment Plan**" as may be demanded by the **First Party / Owner / Developer / Vendor** herein within the time and in the manner specified therein:

Provided that if the **Second Party / Allottees / Purchasers** herein delays in payment towards any amount for which is payable, the **Second Party / Allottees / Purchasers** herein shall be liable to pay interest at the rate specified in the rules.

2. Mode of Payment :

Subject to the terms of this **Agreement For Sale** and the **First Party / Owner / Developer / Vendor** herein abiding by the construction milestones,

the **Scond Party / Allottees / Purchasers** herein shall make all payments, on demand by the **First Party / Owner / Developer / Vendor** herein 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 "**Liberty Real Estate Private Limited**", payable at Kolkata.

3. Compliance of Laws Relating to Remittances :

The **Second Party / Allottees / Purchasers** herein, if resident outside of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India 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 **First Party / Owner / Developer / Vendor** herein with such permission, approvals which would enable the **First Party / Owner / Developer / Vendor** herein to fulfil its obligations under this **Agreement For Sale**. Any refund, transfer of security, if provided in terms of this **Agreement For Sale** 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 **Second Party / Allottees / Purchasers** herein understand and agrees that in the event of any failure on the **Second Party / Allottees / Purchasers** herein part to comply with the applicable guidelines issued by the Reserve Bank of India, the **Second Party / Allottees / Purchasers** herein shall be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The **First Party / Owner / Developer / Vendor** herein accepts no responsibility in this regard. The **Second Party / Allottees / Purchasers** herein

shall keep the **First Party / Owner / Developer / Vendor** herein fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **Second Party / Allottees / Purchasers** herein subsequent to the signing of this **Agreement For Sale**, it shall be the sole responsibility of the **Second Party / Allottees / Purchasers** herein to intimate the same in writing to the **First Party / Owner / Developer / Vendor** herein immediately and comply with necessary formalities if any under the applicable laws. The **First Party / Owner / Developer / Vendor** herein shall not be responsible towards any third party making payment / remittances on behalf of any of the **Second Party / Allottees / Purchasers** herein and such third party shall not have any right in the application / allotment of the said one **Flat** and said one **Garage** space applied for herein in any way and the **First Party / Owner / Developer / Vendor** herein shall be issuing the payment receipts in favour of the **Second Party / Allottees / Purchasers** herein only.

4. Adjustment / Appropriation of Payment :

The **Second Party / Allottees / Purchasers** herein authorizes to the **First Party / Owner / Developer / Vendor** herein to adjust / appropriate all payments made by the **Second Party / Allottees / Purchasers** herein under any head(s) of dues against lawful outstanding, if any, in the name of the **Second Party / Allottees / Purchasers** herein, as the **First Party / Owner / Developer / Vendor** herein may in its sole discretion deem fit and the **Second Party / Allottees / Purchasers** herein undertakes not to object / demand / direct the **First Party / Owner / Developer / Vendor** herein to adjust their (the **Second Party / Allottees / Purchasers** herein) payments in any manner.

5. Time is Essence :

Time is essence for the **First Party / Owner / Developer / Vendor** herein as well as the **Second Party / Allottees / Purchasers** herein. The **First Party / Owner / Developer / Vendor** herein shall abide by the time Schedule for

completing the said Project and handing over the said one **Flat** and said one **Garage** space to the **Second Party / Allottees / Purchasers** herein and common areas to the association of the all allottees / purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **Second Party / Allottees / Purchasers** herein shall make timely payment or the installment and other dues payable by the **Second Party/ Allottees / Purchasers** herein and meeting the other obligations under this **Agreement For Sale** subject to the simultaneous completion of construction by the **First Party / Owner / Developer / Vendor** herein as provided in **Schedule- "C" ("Payment Plan")**.

6. Construction of the Project / Apartment :

The **Second Party / Allottees / Purchasers** herein has seen the specification of the one **Flat** and said one **Garage** space and accepted the Payment plan, floor plan, layout plans (annexed along with this **Agreement For Sale**), which has been approved by the competent authority, as represented by the **First Party / Owner / Developer / Vendor** herein. The **First Party / Owner / Developer / Vendor** herein shall develop the said Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this **Agreement For Sale**, the **First Party / Owner / Developer / Vendor** herein 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 Building Department Borough No. I, of the KMC office rules 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 terms by the **First Party / Owner / Developer / Vendor** herein shall constitute a materials breach of this **Agreement For Sale**.

7. Possession of the Apartment :

The **Schedule for possession of the said one Flat** and said one **Garage**

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space :

The **First Party / Owner / Developer / Vendor** herein agrees and understands that timely delivery of possession of the said one **Flat** and said one **Garage** space is the essence of this **Agreement For Sale**. The **First Party / Owner / Developer / Vendor** herein, based on the approved plans and specifications, assures to hand over possession of the one **Flat** and said one **Garage** space expected as on / / **202** ,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**").

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If, however, the completion of the said project is delayed due to the "**Force Majeure**" conditions then the **Second Party / Allottees / Purchasers** herein agrees that the **First Party / Owner / Developer / Vendor** herein shall be entitled to the extension of time for delivery of possession of the said one **Flat** and said one **Garage** space, provided that such "**Force Majeure**" conditions are not of a nature which make it impossible for the contract to be implemented. The **Second Party / Allottees / Purchasers** herein agrees and confirms that, in the event it becomes impossible for the **First Party / Owner / Developer / Vendor** herein to implement the said Project due to "**Force Majeure**" conditions, then this allotment shall stand terminated and the **First Party / Owner / Developer / Vendor** herein shall refund to the **Second Party / Allottees / Purchasers** herein the entire amount received by the **First Party / Owner / Developer / Vendor** herein from the allotment within **45 days** from that date. After refund of the money paid by the **Second Party / Allottees / Purchasers** herein, the **Second Party / Allottees / Purchasers** herein agrees that they (the **Second Party / Allottees / Purchasers** herein) shall not have any rights claims etc. against the **First Party / Owner / Developer / Vendor** herein and that the **First Party / Owner / Developer / Vendor** herein shall be released and discharged from all its obligations and liabilities under this **Agreement For Sale**.

Procedure for taking possession: - The **First Party / Owner / Developer / Vendor** herein, upon obtaining the occupancy certificate from the competent

authority shall offer in writing the possession of the said one **Flat** and said one **Garage** space, to the **Second Party / Allottees / Purchasers** herein in terms of this **Agreement For Sale** to be taken within **03 (three) months** from the date of issue of such notice and the **First Party / Owner / Developer / Vendor** herein, shall give possession of the said one **Flat** and said one **Garage** space, to the **Second Party / Allottees / Purchasers** herein. The **First Party / Owner / Developer / Vendor** herein, agrees and undertakes to indemnify the **Second Party / Allottees / Purchasers** herein in case of failure of fulfilment of any of the provision, formalities, documentation on part of the **First Party / Owner / Developer / Vendor** herein. The **Second Party / Allottees / Purchasers** herein agrees to pay the maintenance charges as determined by the **First Party / Owner / Developer / Vendor** herein / Association of allottees / purchasers as the case may be. the **First Party / Owner / Developer / Vendor** herein on its behalf shall offer the possession to the **Second Party / Allottees / Purchasers** herein in writing within 15 days of receiving the occupancy certificate of the said Project.

Failure of the Second Party / Allottees / Purchasers herein to take possession of the said one Flat and said one Garage space: -

Upon receiving a written intimation from the **First Party / Owner / Developer / Vendor** herein as per **clause 7.2**, the **Second Party / Allottees / Purchasers** herein shall take possession of the said one **Flat** and said one **Garage** space from the **First Party / Owner / Developer / Vendor** herein by executing necessary indemnities, undertakings and such other documentation as prescribed in this **Agreement For Sale** and the **First Party / Owner / Developer / Vendor** herein shall give possession of the said one **Flat** and said one **Garage** space to the **Second Party / Allottees / Purchasers** herein. In case the **Second Party / Allottees / Purchasers** herein fails to take possession within the time provided in **clause 7.2**, such the **Second Party / Allottees / Purchasers** herein shall continue to be liable to pay maintenance charges as applicable.

Possession by the Second Party / Allottees / Purchasers herein: -

After obtaining the occupancy certificate and handing over physical possession of the said one **Flat** and said one **Garage** space to the **Second Party / Allottees / Purchasers** herein, it shall be the responsibility of the **First Party / Owner / Developer / Vendor** herein to hand over the necessary documents and plans, including common areas, to the association of the all Allottees / Purchasers or the competent authority, as the case may be as per the local laws.

Cancellation by the Second Party / Allottees / Purchasers herein: -

The **Second Party / Allottees / Purchasers** herein shall have the right to cancel / withdraw their (the **Second Party / Allottees / Purchasers** herein) allotment in the said project as provided in the Act:

Provided that where the **Second Party / Allottees / Purchasers** herein proposes to cancel / withdraw from the said Project without any fault of the **First Party / Owner / Developer / Vendor** herein, the **First Party / Owner / Developer / Vendor** herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the **Second Party / Allottees / Purchasers** herein shall be return by the **First Party / Owner / Developer / Vendor** herein to the **Second Party / Allottees / Purchasers** herein within **45 days** of such cancellation.

Compensation: - The **First Party / Owner / Developer / Vendor** herein shall compensate to the **Second Party / Allottees / Purchasers** herein in case of any loss caused to they (the **Second Party / Allottees / Purchasers** herein) due to defective title of the said bastu land, on which the said Project is being development or has been development 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.

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Except for occurrence of a "**Force Majeure**" event, if the **First Party / Owner / Developer / Vendor** herein fails to complete or is unable to give possession of the said one **Flat** and said one **Garage** space (i) in accordance with the terms of this **Agreement For Sale**, duly completed by the date specified herein, or (ii) due to discontinuance of **its** business as a **Developer** on account of suspension or revocation of the registration under the Act; or for any other reason; the **First Party / Owner / Developer / Vendor** herein shall be liable, on demand to the **Second Party / Allottees / Purchasers** herein, in case the **Second Party / Allottees / Purchasers** herein wishes to withdraw from the said Project, without prejudice to any other remedy available, to return the total amount received by the **First Party / Owner / Developer / Vendor** herein in respect of the said one **Flat** and said one **Garage** space, 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 **Second Party/ Allottees / Purchasers** herein does not intend to withdraw from the said Project, the **First Party / Owner / Developer / Vendor** herein shall pay the **Second Party / Allottees / Purchasers** herein interest at the rate specified in the rules for every month of delay, till the handing over of the possession of the said one **Flat** and said one **Garage** space.

8. Representations and warranties of the

First Party / Owner / Developer / Vendor herein:

The **First Party / Owner / Developer / Vendor** hereby represents and warrants to the **Second Party / Allottees / Purchasers** herein as follows:

(i) The **First Party / Owner / Developer / Vendor** herein has absolute, clear and marketable title with respect to the said **Bastu Land**, the requisite rights to carry out development upon the said **Bastu Land** and absolute, actual, physical and legal possession of the said **Bastu Land** for the said Project;

(ii) The **First Party / Owner / Developer / Vendor** herein has lawful rights and requisite approvals from the competent authorities to carry out development of the said project;

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(iii) There are no encumbrances upon the said **Bastu Land** or the said Project. (in case there are any encumbrances on the said **Bastu Land**, provide details of such encumbrances including any rights, title, interest and name of party in or over such **Bastu Land**)

(iv) There are no litigations pending before any Court of Law with respect to the said **Bastu Land**, Project or the said one **Flat** and said one **Garage** space.

(v) All approval, licenses and permits issued by the competent authorities with respect to the Project, said **Bastu Land** and the said one **Flat** and said one **Garage** space are valid and subsisting the have been obtained by following due process of law. Further, the **First Party / Owner / Developer / Vendor** herein has been and shall at all times, remain to the compliance with all applicable laws in relation to the said Project, said **Bastu Land**, entire Building / Apartment and the said one **Flat** and said one **Garage** space and common areas.

(vi) The **First Party / Owner / Developer / Vendor** herein has the right to enter into this **Agreement For Sale** and has not committed or omitted to perform any act or things, whereby the right, title and interest of the **Second Party / Allottees / Purchasers** created herein, may prejudicially be affected.

(vii) The **First Party / Owner / Developer / Vendor** herein 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 **Bastu Land**, including the said Project and the said one **Flat** and said one **Garage** space which will, in any manner, affect the rights of the **Second Party / Allottees / Purchasers** herein under this **Agreement For Sale**.

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(viii) The **First Party / Owner / Developer / Vendor** herein confirms that the **First Party / Owner / Developer / Vendor** herein is not restricted in any manner whatsoever from selling the said one **Flat** and said one **Garage** spaces to the **Second Party / Allottees / Purchasers** herein in the manner contemplated in this **Agreement For Sale**.

(ix) At the time of execution of the **Deed of Conveyance**, the **First Party / Owner / Developer / Vendor** herein shall handover lawful, vacant, peaceful physical possession of the said one **Flat** and said one **Garage** space to the **Second Party / Allottees / Purchasers** herein and the common areas to the Association of the all Allottees / Purchasers.

(x) The **Schedule-"A"** 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-"A"** property.

(xi) The **First Party / Owner / Developer / Vendor** herein has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, imposition, 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 the said Project / Property / Bastu Land) has been received by or served upon the **First Party / Owner / Developer / Vendor** herein in respect of the said Project / Property / Bastu Land.

(xiii) That the said Project / Property / Bastu Land is not belongs to the Waqf property.

9. Events of Defaults and Consequences:

Subject to the "**Force Majeure**" clause, the **First Party / Owner / Developer / Vendor** herein shall be considered under a condition of default, in the following events:

(i) The **First Party / Owner / Developer / Vendor** herein fails to provide ready to move in possession of the said one **Flat** and said one **Garage** space to the **Second Party / Allottees / Purchasers** herein within the time period specified. For the purpose of this clause, "**ready to move in possession**" shall mean that the said Apartment / Project shall be in a habitable condition which is complete in all respect.

(ii) Discontinuance of the **First Party / Owner's / Developer's / Vendor's** business as a **Developer** on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by the First Party / Owner / Developer / Vendor herein under the conditions listed above, the Second Party / Allottees / Purchasers herein is entitled to the following:

(i) Stop making further payments to the **First Party / Owner / Developer / Vendor** herein as demanded by the **First Party / Owner / Developer / Vendor** herein. If the **Second Party / Allottees / Purchasers** herein stops making payments, the **First Party / Owner / Developer / Vendor** herein shall correct the situation by completing the construction milestones and only thereafter the **Second Party / Allottees / Purchasers** herein be required to make the next payment without any penal interest, or.

(ii) The **Second Party / Allottees / Purchasers** herein shall have the option of terminating this **Agreement For Sale** in which case, the **First Party / Owner / Developer / Vendor** herein shall be liable to refund the entire money paid by the **Second Party / Allottees / Purchasers** herein under any head whatsoever towards the purchase of the said one **Flat** and said one **Garage** space, along with interest at the rate specified in the rules within **45 days** or receiving the termination notice.

Provided that where the **Second Party / Allottees / Purchasers** herein

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does not intend to withdraw from the said Project or terminate this **Agreement**

For Sale, they (The **Second Party / Allottees / Purchasers** herein) shall be paid, by the **First Party / Owner / Developer / Vendor** herein, interest at the rate specified in the rules, for every month of delay till the handing over of the possession of the said one **Flat** and said one **Garage** space.

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The Second Party / Allottees / Purchasers herein shall be considered under the condition of Default, on the occurrence of the following events:

(i) In case the **Second Party / Allottees / Purchasers** herein fails to make payment for **2 (Two)** consecutive demands made by the **First Party / Owner / Developer / Vendor** herein as per the "**Payment Plan**" annexed hereto; despite having been issued notice in that regard, the **Second Party / Allottees / Purchasers** herein shall be liable to pay interest to the **First Party / Owner / Developer / Vendor** herein on the unpaid amount at the rate specified in the rules.

(ii) In case of default by the **Second Party / Allottees / Purchasers** herein under the condition listed above continues for a period beyond consecutive months after notice from the **First Party / Owner / Developer / Vendor** herein in this regard, the **First Party / Owner / Developer / Vendor** herein shall **cancel** the allotment of the said one **Flat** and said one **Garage** space in favour of the **Second Party / Allottees / Purchasers** herein and refund the amount money paid to the **First Party / Owner / Developer / Vendor** herein by the **Second Party / Allottees / Purchasers** herein after deducting the booking amount and the interest liabilities and this **Agreement For Sale** shall there upon stand terminated.

10. Conveyance of the said one Flat and said one Garage space :

The **First Party / Owner / Developer / Vendor** herein, on receipt of complete amount of the total Price of the said one **Flat** and said one **Garage** space under the **Agreement For Sale** from the **Second Party / Allottees /**

Purchasers herein shall execute a **Deed of Conveyance** and convey the title of the said one **Flat** and said one **Garage** space together with proportionate indivisible shall in the common areas within **3 (Three)** months from the issuance of the occupancy certificate. However, in case the **Second Party / Allottees / Purchasers** herein 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 **Second Party / Allottee / Purchasers** herein authorized the **First Party / Owner / Developer / Vendor** herein to withhold registration of the **Deed of Conveyance** in their (the **Second Party / Allottees / Purchasers** herein) favour till full and final settlement of all dues and stamp duty, registration charges to the **First Party / Owner / Developer / Vendor** herein is made by the **Second Party / Allottees / Purchasers** herein. The **Second Party / Allottees / Purchasers** herein shall be solely responsible and liable for compliance of the provision of Indian Stamp Act. 1899 including any actions taken or deficiencies / penalties imposed by the authority / authorities.

11. Maintenance of the said entire Building / Apartment / Project :

The **First Party / Owner / Developer / Vendor** herein shall be responsible to provide and maintain essential service in the said Project till the taking over of the maintenance of the said Project by the Association of the all Allottees/ Purchasers. The such maintenance has been calculated of the each areas.

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 **First Party / Owner / Developer / Vendor** herein as per this **Agreement For Sale** relating to such development is brought to the notice of the **First Party / Owner / Developer / Vendor** herein within a period of **5 (five) years** by

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the **Second Party / Allottees / Purchasers** herein from the date of handing over possession, it shall be the duty of the **First Party / Owner / Developer / Vendor** herein to rectify such defect without further charges within **30 (thirty)** days and the event of the **First Party / Owner's / Developer's / Vendor's** herein failure to rectify such defects within such time, the aggrieved the **Second Party / Allottees / Purchasers** herein shall be entitled to received appropriate compensation in the manner as provided under the Act.

13. Right the Second Party / Allottees / Purchasers herein to use common areas and facilities subject to payment of total maintenance charges :

The **Second Party / Allottees / Purchasers** hereby agrees to purchase the said one **Flat** and said one **Garage** space on the specific understanding that their (The **Second Party / Allottees / Purchasers** herein) 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 the Allottees / Purchasers (or the maintenance agency appointed by it) and performance by the **Second Party / Allottees / Purchasers** herein of all their (the **Second Party / Allottees / Purchasers** herein) obligations in respect of the terms and conditions specified by the maintenance agency or the Association of the Allottees / Purchasers from time to time.

14. Right to enter of the said entire apartment / building for repairs :

The **First Party / Owner / Developer / Vendor** herein / maintenance agency / Association of the Allottees / Purchasers shall have rights of unrestricted access of all common areas, open / under roof garages / parking spaces for providing necessary maintenance service and the **Second Party / Allottees / Purchasers** herein agrees to permit the Association of the Allottees / Purchasers and / or maintenance agency to enter into the said one **Flat**

and said one **Garage** space or part of 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 area: The service areas, if any as located within the "**Sutanuti Apartment**", shall be earmarked for purposes such as parking spaces and service including but not limited to electric sub-station, transformer, DG set room, 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 **Second Party / Allottees / Purchasers** herein shall be not be permitted to use the services areas and if any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of the Allottees / Purchasers formed by the Allottees / Purchasers for rendering maintenance services.

16. General Compliance with Respect to the said entire Apartment / Building :

Subject to clause 12 above, the **Second Party / Allottees / Purchasers** herein shall after taking possession, be solely responsible to maintain the said one **Flat** and said one **Garage** space at their (the **Second Party / Allottees / Purchasers** herein) own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said entire Apartment / Building or the said one **Flat** and said one **Garage** space 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 said one **Flat** and said one **Garage** space and keep the said one **Flat** and said one **Garage** space it 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 said entire Apartment / Building is not in any way damaged or Jeopardized. The **Second Party / Allottees / Purchasers** herein further undertakes, assures and guarantees that they (the **Second Party / Allottees / Purchasers** herein) would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the said entire Apartment / Building or anywhere on the exterior of the said Project, Apartment, Building therein or common areas. The **Second Party / Allottees / Purchasers** herein 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 **Second Party / Allottees / Purchasers** herein shall not store any hazardous or combustible goods in the said one **Flat** and said one **Garage** space or place any heavy material in the common passages or staircase of the said entire Apartment / Building. The **Second Party / Allottees / Purchasers** herein shall also not remove any wall, including the outer and load bearing wall of the said one **Flat** and said one **Garage** space. The **Second Party / Allottees / Purchasers** herein shall plan and distribute its electrical load in conformity with the electrical systems installed by the **First Party / Owner / Developer / Vendor** herein and thereafter the Association of the Allottees / Purchasers and / or maintenance agency apartment by the Association of the Allottees / Purchasers. The **Second Party / Allottees / Purchasers** herein shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. Compliance of Law, Notifications etc. by The
Second Party / Allottees / Purchasers herein :**

The **Second Party / Allottees / Purchasers** herein is entering into this **Agreement For Sale** for the allotment of the said one **Flat** and said one **Garage** space with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project in general and this Project in particular. That the **Second Party / Allottees / Purchasers** hereby undertakes that they (the **Second Party / Allottee / Purchasers** herein) shall comply with and carry out, from time to time after they (the **Second Party / Allottees / Purchasers** herein)

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has taken over for occupation and use of the said one **Flat** and said one **Garage** space, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the said one **Flat** and said one **Garage** space at their (the **Second Party / Allottees / Purchasers** herein) own cost.

18. Additional Constructions :

The **First Party / Owner / Developer / Vendor** herein undertake that it has no right to make additions or to put up additional structure(s) anywhere in the said Project after Building plan, vide **B.P. No. 2024010049, dated 24/09/24**, for **multistoried Building**, which has been approved by the competent authority. Provided the **First Party / Owner / Developer / Vendor** herein may make additional structure(s) upon the said **Bastu Land** which is approved by the competent authority.

19. The First Party / Owner / Developer / Vendor herein shall not mortgage or create charge :

After the **First Party / Owner / Developer / Vendor** herein execute this **Agreement For Sale**, it shall not mortgage or create a charge on the said one **Flat** and said one **Garage** space 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 **Second Party / Allottees / Purchasers** herein who has taken or agreed to take such of the said one **Flat** and said one **Garage** space.

20. Apartment ownership Act. :

The **First Party / Owner / Developer / Vendor** herein has assured the **Second Party / Allottees / Purchasers** herein that the said Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The **First Party / Owner / Developer / Vendor** herein showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. Binding Effect. :

Forwarding the **Agreement For Sale** to the **Second Party / Allottee / Purchasers** herein by the **First Party / Owner / Developer / Vendor** herein does not create a binding obligation on the part of the **First Party / Owner / Developer / Vendor** herein or the **Second Party / Allottees / Purchasers** herein until, firstly, the **Second Party / Allottees / Purchasers** herein signs and delivers this **Agreement For Sale** with all the **Schedules** along with the payment due as stipulated in the "**Payment Plan**" within **30 (thirty) days** from the date of receipt by the **Second Party / Allottees / Purchasers** herein and secondly, appears for registration of the same before the concerned **Sub-Registrar** as and when intimated by the **First Party / Owner / Developer / Vendor** herein. If the **Second Party / Allottees / Purchasers** herein fails to execute and deliver to the **First Party / Owner / Developer / Vendor** herein this **Agreement For Sale** within **30 (thirty) days** from the date of its receipt by the **Second Party / Allottees / Purchasers** herein and / or appear before the Registrar / Sub-Registrar / Registrar of Assurances for its registration as and when intimated by the **First Party / Owner / Developer / Vendor** herein, then the **First Party / Owner / Developer / Vendor** herein shall serve a notice to the **Second Party / Allottees / Purchasers** herein for rectifying the default, which if not rectified **30 (thirty) days** from the date of its receipt by the **Second Party / Allottees / Purchasers** herein, application of the **Second Party / Allottees / Purchasers** herein shall be treated as **cancelled** and all sums deposited by the **Second Party / Allottees / Purchasers** herein in connection there with including booking amount shall be returned to the **Second Party / Allottees / Purchasers** herein without any interest or compensation whatsoever.

22. Entire Agreement For Sale :

This **Agreement For Sale**, along with its **Schedules**, constitutes the entire **Agreement For Sale** 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 one **Flat** and said one **Garage** space, as the case may be.

23. Right to Amend :

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

24. Provision of this Agreement For Sale applicable

on the Second Party / Allottees / Purchasers herein :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent the **Second Party / Allottees / Purchasers** herein of the said one **Flat** and said one **Garage** space, in case of transfer, as the said obligation go along with the said one **Flat** and said one **Garage** space for all intents and purposes.

25. Waiver not a Limitation to Enforce :

The **First Party / Owner / Developer / Vendor** herein may at its sole option and discretion, without prejudice to its rights as set out in this **Agreement For Sale**, waive the breach by the **Second Party / Allottees / Purchasers** herein is not making payment payments as per the "**Payment Plan**" including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **Second Party / Allottees / Purchasers** herein, that exercise of discretion by the **First Party / Owner / Developer / Vendor** herein in the

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case of the **Second Party / Allottees / Purchasers** herein shall not be construed to be a precedent and / or binding on the **First Party / Owner / Developer / Vendor** herein to exercise such discretion in the case of other Allottees / Purchaser.

Failure on the part of the **First Party / Owner / Developer / Vendor** herein to enforce at any time or for any period of time the Provision hereof shall not be construed to be a waiver of any provision or of the right there after to enforce each and every provision.

26. Severability :

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

27. Method or Calculation of Proportionate share

wherever referred to in this Agreement For Sale :

Wherever in this **Agreement For Sale** it is stipulated that the **Second Party / Allottees / Purchasers** herein has to make any payment, in common with other Allottees / Purchasers in the said Project the same shall be the proportion which the carpet area of the said one **Flat** and said one **Garage** space bear to the total carpet area of all the flats / garage area in the said Project.

28. Further Assurances :

Both Parties agree that they shall execute, acknowledge and deliver to the otehr 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 provision of this agreement for sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transfer hereunder or pursuant to any such transaction.

29. Place of Execution :

The execution of this **Agreement For Sale** shall be complete only upon its execution by the **First Party / Owner / Developer / Vendor** herein through its authorized signatory at the **First Party / Owner's / Developer's / Vendor's** office or some other place, which may be mutually agreed between the **First Party / Owner / Developer / Vendor** herein and the **Second Party / Allottees / Purchasers** herein in Kolkata after this **Agreement For Sale** is duly executed by the **First Party / Owner / Developer / Vendor** herein and the **Second Party / Allottees / Purchasers** herein or simultaneously with the execution the said **Agreement For Sale** shall be registered at the office of the Sub-Registrar at Sealdah, District : South 24-Parganas. Hence this **Agreement For Sale** shall be deemed to have been executed at Kolkata.

30. Notices :

That all notices to be served on the **Second Party / Allottees / Purchasers** herein and the **First Party / Owner / Developer / Vendor** herein as contemplated by this **Agreement For Sale** shall be deemed to have been duly served if sent to the **Second Party / Allottees / Purchasers** herein or the **First Party / Owner / Developer / Vendor** herein by registered post at their (the **Second Party / Allottees / Purchasers** herein) respective addresses specified below :

Name of the Second Party / Allottees / Purchasers herein

(1) Sri _____ and (2) Smt.
Address : _____, P.O. _____, P.S. _____, Kolkata-

Name of the First Party / Owner / Developer / Vendor herein ,

M/s. Liberty Real Estate Private Limited

Directors : (1) Sri Uttam Kumar Kundu (2) Sri Gopal Ghosh
Office Address : 157/2A, Acharya Prafulla Chandra Road,
First Floor, Room No. 1B, P.O. Shyambazar, P.S. Shyampukur,
Kolkata-700 004.

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It shall be the duty of the **Second Party / Allottees / Purchasers** herein and the **First Party / Owner / Developer / Vendor** herein to inform each other of any change in address subsequent to the execution of this **Agreement For Sale** in the above address by registered post filling which all communications and letters posted at the above address shall be deemed to have been received by the **First Party / Owner / Developer / Vendor** herein or the **Second Party / Allottees / Purchasers** herein as case may be.

31. Joint Allottees / Purchasers :

That in case there are Joint Allottees / Purchasers all communication shall be sent by the **First Party / Owner / Developer / Vendor** herein to the **Second Party / Allottees / Purchasers** herein whose name appears first and at the address given by their (the **Second Party / Allottees / Purchasers** herein) which shall for all intents and purposes to consider as properly served on all the **Second Party / Allottees / Purchasers** herein.

32. Governing Law :

That the rights and obligation of the Parties under or arising out this **Agreement For Sale** 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 For Sale**, including the interpretation and validity of the terms there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

(The other terms and conditions are as per the contractual understanding between the Parties, however, the additional terms and conditions are not interrogation of or inconsistent with the terms and conditions set out above or the Act. and the rules and regulation made there under)

The Schedule-"A" Above Referred To**(Entire Bastu Land / Property / Premises)**

All That piece or parcel of revenue free **Bastu Land** containing an area of **03 (Three) Cottahs - 10 (Ten) Chittaks - 00 (Zero) sq.ft.** be the same a little more less, together with a proposed **newly multistoried building**, named "**Sutanuti Apartment**", constructed / erected thereon of several residential Flats, Garage spaces, Office Spaces and Shop Rooms, having **Lift Facilities** therein, along with all easements, appurtenances and common rights of the KMC main road on the eastern and northern side of the said **Bastu Land** available therein, lying, situate at and being **Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan** (formerly : **P.S. Shyampukur**), **Kolkata-700 005**, within the limits of the **KMC**, under **Ward No. 009, Borough No. I**, vide **Assessee No. 11-009-15-0001-2**, former Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta and which is butted and bounded in the following manner :

On The North By : **Approx. 11'-11" wide Jagabandhu Modak Road**
On The South By : **Premises No. 1, Jagabandhu Modak Road**
On The East By : **Approx. 40'-00" wide Jagabandhu Modak Road**
On The West By : **Premises No. 1, Jagabandhu Modak Road**

The Schedule-"B" Above Referred To
(The Said Flat Hereby Intend To Be Sold)

All That the self contained, independent vitrified tiles finished floored, fully residential one **Flat** (being **No.**), on the **Floor**, having **carpet area** **Sq.Ft.** (i.e. **covered area** **Sq.Ft.**, being **super built-up area** **Sq.Ft.**) be the same a little more less, along with one **Garage Space** (being **No.**) on the **Ground Floor**, together with proportionate share of **Bastu Land**, morefully described in the **Schedule-"A"** mentioned property hereinbefore written of the newly constructed **multistoried** Building and shown by "**Red**" colour line in the annexed entire **Floor Plan** hereto, which is a part of this **Agreement for Sale**.

The Schedule-"C" Above Referred To
("Payment Plan" by the Second Party / Allottees / Purchasers)

The **Second Party / Allottees / Purchasers** hereby agrees to pay the total consideration amount of Rs. **/- (Rupees)** only (excluding **CGST** and **SGST**) out of which the **Second Party / Allottees / Purchasers** herein has already paid a sum of Rs. **/- (Rupees)** only at or before execution of this **Agreement For Sale** (which amount the **First Party / Owner / Developer / Vendor** herein admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the **First Party / Owner / Developer / Vendor** herein in the proportion in the manner hereinafter appearing —

- | | | |
|--|------------|-----------|
| 1. On or before signing of this agreement for sale (inclusive of the applicaton), 10% out of the total consideration amount | Rs. | /- |
| 2. On Completion of Foundation
15% out of the total consideration amount | Rs. | /- |
| 3. On Casting of Ground Floor
15% out of the total consideration amount | Rs. | /- |
| 4. On Casting of First Floor
15% out of the total consideration amount | Rs. | /- |
| 5. On Casting of Second Floor
15% out of the total consideration amount | Rs. | /- |
| 6. On Casting of Third Floor
10% out of the total consideration amount | Rs. | /- |
| 7. On Casting of Fourth Floor
10% out of the total consideration amount | Rs. | /- |
| 8. On Brick and Plaster work of the entire Building
5% out of the total consideration amount | Rs. | /- |
| 9. On Possession or on before execution and registration of Deed of Conveyance of the said Flat and Garage Space 5% out of the total consideration amount | Rs. | /- |

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The Schedule-"D" Above Referred To

(The First Party / Owner / Developer / Vendor Herein And The Second Party / Allottees / Purchasers Herein Are Entitled As Common User Of The Common Areas And The Common Parts Mentioned In The Indenture Shall Include)

- 1) Stair case on all the floors and stair cover room on ultimate roof
- 2) Stair case landing on all the floors.
- 3) Main gate to the said premises and common passage and lobby or mandatory open space surrounding on the ground floor to top floor excepting the other's places on the ground floor.
- 4) Water pump, pump room on the ground floor, underground water tank, main water pipes, overhead water tank on the roof and other common plumbing installations.
- 5) Installation of common service viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage staircase, including main electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric wiring meter for lighting stair case, lobby and other common areas (excluding those as the installed for any particular floor) and space required thereto.
- 9) Window, Doors, Grills and other fittings of the common area of the said premises including side space of the said premises.
- 10) Such other common parts areas equipments installation, fixtures, fittings, covered and open space in the said premises of the said proposed **multistoried** new Building as are necessary for use and occupancy of the units.
- 11) Electrical wiring meters (excluding those are installed for any particulars unit)
- 12) **General Common Elements** of all appurtenances and facilities and other items which are not part of the said unit.

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(a) Entire **Bastu Land**, morefully described in the **Schedule-"A"** mentioned property hereinbefore written.

(b) All private ways curves, side-walls area of the said premises.

(c) Exterior conduits, utility lines.

(d) Public connection meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside of the said proposed **multistoried** new Building.

(e) Exterior lighting and other facilities necessary to the upkeep and safety of the said proposed **multistoried** new Building.

(f) All elevations including shafts, shaft walls, pump room and apartments facilities.

(g) All other facilities or elements or any improvement outside of the unit but upon the said proposed **multistoried** new Building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the said proposed **multistoried** new Building in common use.

(h) The foundation, corridor, lobbies, stairways, entrance and exists path ways, footings, column, girders, beams, supports and exterior walls beyond the said unit side or interior load bearing walls within the said proposed **multistoried** new Building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said proposed **multistoried** new Building.

(i) Conduits, utility lines, telephone and electrical systems contained within the said proposed **multistoried** new Building.

(j) The ultimate roof or terrace including structure in the said proposed **multistoried** new Building will jointly be undivided property among the said First Party / Land Owners / Vendors herein and the other owners as the purchasers herein or other purchasers of different unit subject to limitation, if any to their such right of the said proposed **multistoried** new Building, the purchasers being entitled to use and enjoy the said ultimate roof or terrace with the said First Party / Owner / Developer / Vendor herein, other purchasers with causing inconvenience to one another.

The Schedule-"E" Above Referred To

**(Common Expenses To Be Borne By The First Party / Owner / Developer / Vendor
Herein And The Second Party / Allottees / Purchasers Herein)**

1) The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common area and facilities including white washing, painting and decorating the exterior portion of the said proposed **multistoried** new Building, the boundary walls, entrance, the stair case, the landing the gutters, ultimate roof, rainwater pipes, motors pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in under or upon the said proposed **multistoried** new Building enjoyed in common by the purchaser or purchasers of the said proposed **multistoried** new Building.

2) The cost of cleaning maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the said proposed **multistoried** new Building as enjoyed or used in common by the occupiers of the said proposed **multistoried** new Building.

3) Cost and charges of establishment reasonable required for the maintenance of the said proposed **multistoried** new Building and for watch and watch duty and other incidents costs.

4) The cost of decorating the exterior of the said proposed **multistoried** new Building.

5) The cost of repairing and maintenance of water pump, all electrical installations and service charges supplies of common utilities.

6) Insurance premium if any for insurance the said proposed **multistoried** new Building against any damage due to earthquake, fire, lightening, civil commotion etc.

7) The Kolkata Municipal Corporation taxes of the said proposed **multistoried** new Building, if any and other similar taxes save those separately assessed on the respective Flats, Garage spaces, Office Spaces and Shop Rooms and or prospective purchaser or purchasers of the said **First Party / Owner / Developer / Vendor** herein shall bear all kinds of rates and taxes.

8) Litigation expenses as may be necessary for protecting the right, title and possession to the **Bastu Land** and the said proposed **multistoried** new Building.

9) Such other expenses as are necessary or incidental for the maintenance, Govt duties and up-keepment of the said proposed **multistoried** new Building as may be determined by the Flats / Garages Owners Association.

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The Schedule-"F" Above Aferred To

(The Guidance Respecting Possission And/Or User Of The Said Unit Inter-Alia Shall Include The Impositions And Restriction As Under)

1) Not to carry on or permit to be carried on upon the said proposed **multistoried** new Building / unit any offensive or unlawful activities illegal or forbidden under any law for the time being in force.

2) Not to demolish or cause to be demolished or damaged the said proposed **multistoried** new Building / unit or any part thereof.

3) Not to do or permit to be done any act deed or thing which may render void or void-able any insurance of any Flats / Garages or any part thereof or cause any increase in premium payable in respect thereof.

4) Not to claim division or partition of the said **Bastu Land** and / or the said proposed **multistoried** new Building thereon and common areas within the same.

5) Not to decorate the exterior of the said unit which may affect the other Flats / Garages owners within the said proposed **multistoried** new Building or the structure thereof, in any manner whatsoever.

6) Not throw or accumulate in the said proposed **multistoried** new Building / unit or any portion of the said proposed **multistoried** new Building / unit the same.

7) Not to paint outer walls or portion or common walls or portions of the said proposed **multistoried** new Building, exclusive of the getup thereof.

8) The purchasers of the said proposed new **multistoried** Building / unit together with other purchasers or other units shall must have abide by obligations for guidance of members or maintenance, safety and security of the said proposed **multistoried** new Building or otherwise as shall be necessary in the interest thereof.

9) Not to encroach any common portion of the said proposed **multistoried** new Building as aforesaid, nor to obstruct, jeopardize the user thereof and nor to encumber any of such portion in any manner whatsoever.

The Schedule-"G" Above Referred To
(Specification Of Work)

Construction to be made and fitting and fixtures to be installed and provided in the said proposed **multistoried** new Building shall be standard or ISI marked quality and according to the plan and advice of the Architect / Engineer and includes the following :

1. **Foundation** : The foundation shall be reinforced cement, concrete as per design, by the L.B.S. Engineer and any appropriate authorities. The Cement will be used like (ACC / Ambuja / Laffarge / Ultratech)

2. **Super Structure** : The Super Structure of the said proposed **multistoried** new Building shall have reinforce cement, concrete framed structure with reinforced cement, concrete columns, beams and slabs.

3. **Wall** : Wall of the said proposed **multistoried** new Building shall be 8 inches thick brick walls on the external face and 3 inches thick brick partition internal walls and the said walls will be finished by putty of good quality.

4. **Finishes** : All internal surfaces to be plastered with cement, sand and will be finished by putty, All external wall to be plastered with cement, sand and the said walls will be finished by colour of standard or ISI marked quality.

5. **Flooring** : Flooring inside the all flats shall be of vitrified tiles, flooring in the stair case and lobby shall also be vitrified tiles.

6. **Doors** : All the door frames shall be of sall woods and the door shutters will be of flush doors.

7. **Window** : Alluminium sliding windows, Iron grill with colour glass.

8. **Kitchen** : Kitchen shall have cooking platform of black stone make with steel sink attached, ceramic tiles of standard quality shall be provided on the walls up to a height of 7 feet from the floor. All plumbing items and fittings in the kitchen shall be standard or ISI marked quality.

9. **Toilet** : Toilet shall have concealed water line facility. All plumbing items and fittings in the toilets shall be standard or ISI markd quality. Ceramic tiles of standard quality shall be provided on the walls up to a height of 7 feet from the floor.

10. **Electrical** : Concealed installation of electric pipes and wire and box in the wall of the all flats. The **Second Party / Allottees / Purchasers** herein will have to arrange the installation of their own electric meter.

11. **Water Supply** : Underground reservoir and overhead water tank shall be made for 24 hours water supply by common water pump, which is fix in the ground floor.

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In Witnesses Whereof parties hereinabove named have set their respective hands and signed this **Agreement For Sale**, at **Kolkata** in the presence of attesting witnesses, signing as such on the day first above written.

Signed And Delivered By
The First Party / Owner / Developer /
Vendor In The Presence Of

(Sri)
Son of
Occupation :
Address :
P.O.
P.S. , Kolkata-700

For, M/s. Liberty Real Estate Private Limited

Director Director
(Sri Uttam Kumar Kundu/Sri Gopal Ghosh)
—Signature of the First Party/Owner/ Developer / Vendor—

Signed And Delivered By
The Second Party / Allottees /
Purchasers In The Presence Of

(Sri)
Son of
Occupation :
Address :
P.O.
P.S. , Kolkata-700

1.

2.

(Sri)
(Smt)
—Signature of the Second Party/Allottees / Purchasers—

Typed By Me,

(Miss. Suparna Paul)
D/o. Sri Sukamal Paul
Occupation : Private Service
Address : 157/2A, A.P.C. Road
P.O. Shyambazar, P.S. Shyampukur
Kolkata-700 004

Drafted By Me.

(Kazi Tozammel Hossain)
-Advocate-
Sealdah Civil Court
Enrolment No. F-165/176 of 1995
Kolkata-700 014

