

**Draft Copy**

Rera-12 27/05/24

**: AGREEMENT FOR SALE :**

This **Agreement For Sale** executed on this the            day of            , Two  
Thousand Twenty Four (2024), of the Christian Era

**By And Between**

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(1) Sri Subhas Kundu (Pan : AGBPK 0628B, Aadhaar No. 9878 7504 1456 and Mobile No. 90077 77671) (2) Sri Sukumar Kundu (Pan : DAPPK 1607B, Aadhaar No. 4657 3726 1538 and Mobile No. 96746 09346 and (3) Sri Sanat Kundu (Pan : CVDPK 5852L, Aadhaar No. 2356 1324 0957 and Mobile No. 62915 45104), all are sons of Late Ramendra Ranjan Kundu, all by Occupation- Business, all by Faith-Hindu, all by Nationality-Indian, all are resident of 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, hereinafter collectively called the **First Party / Land Owners / Vendors** (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **One Part**, represented by their joint **Attorneys** namely (1) **Sri Samir Kundu** (Pan : ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122), son of Late Jadav Chandra Kundu and (2) **Sri Rakesh Kundu** (Pan : AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686), son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, by virtue of a **Development Power of Attorney**, dated 14/12/2022, was duly registered in the office of the **ARA-II, Kolkata** and recorded there in Book No. I, Volume No. 1902-2022, Page from 507247 to 507272, Being / Deed No. 190215151, For the year 2022.

**And**

**M/s. Unik Construction Co.** (Pan : AADFU 5162A), a **Partnership Firm**, having its registered office at **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, represented by its **Partners** namely (1) **Sri Samir Kundu** (Pan : ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122), son of Late Jadav Chandra Kundu and (2) **Sri Rakesh Kundu** (Pan : AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686), son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, hereinafter called and referred to as the **Second Party / Developer** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest executors, administrators and permitted assignees, including those of the respective partners) of the **Second Part.**

**And**

(1) **Sri** (Pan : \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ and Mobile No. \_\_\_\_\_), son of Sri / Late \_\_\_\_\_, by Occupation- \_\_\_\_\_, by Nationality- \_\_\_\_\_, by Faith- \_\_\_\_\_, resedent of : \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata- \_\_\_\_\_ and (2) **Smt.** (Pan : \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ and Mobile No. \_\_\_\_\_), wife of Sri \_\_\_\_\_, by Occupation- \_\_\_\_\_, by Nationality- \_\_\_\_\_, by Faith- \_\_\_\_\_, resedent of : \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata- \_\_\_\_\_, hereinafter collectively called and referred to as the **Third Party / Purchasers** (which expression shall unless repugnant

**Whereas**

(A) one **Sri Ramendra Ranjan Kundu** (since deceased), son of Late Bipin Behari Kundu, by virtue of a registered Deed of Conveyance, dated 21/07/1972, was registered in the office of the Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 119, Pages 124 to 135, Being / Deed No. 3674, For the year 1972, Purchased **All That** partly two and partly three storied brick built building messuages tenement hereditaments and premises together with rent free **Bastu Land** thereunto belonging containing an area of 04 (Four) Cottahs - 03 (Three) Chittaks - 00 (Zero) Sq.ft. be the same a little more less, lying, situate at and being Premises No. 12, Ultadanga Road Calcutta, together with strip of **Bastu Land** containing an area of 02 (Two) Chittaks - 10 (Ten) Sq.ft be the same a little more less, from the adjacent Premises No. 10D, Ultadanga Road Calcutta, making together 04 (Four) Cottahs - 05 (Five) Chittaks - 10 (Ten) Sq.ft. be the same a little more less, within Police Station - Burtolla, Registration District Calcutta, in the town of Calcutta.

**And Whereas** since purchase as aforesaid, said Sri Ramendra Ranjan Kundu, got the two plot of **Bastu Land** as aforesaid got them marged into a single premises being Premises No. 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, vide Assessee No. 11-012-27-0097-5, having total **Bastu Land** area of 04 (Four) Cottahs - 05 (Five) Chittaks - 10 (Ten) Sq.ft. be the same a little more less, together with partly two and partly three storied brick built building and he was in peaceful possession of the same getting his name mutated as sole and absolute owner of the same and on payment of regular rates and taxes to the authority concern, hereinafter referred to as the said **entire property**.

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**And Whereas** in course of his peaceful possession and enjoyment of the said **entire property**, said **Sri Ramendra Ranjan Kundu**, died intestate on 08/12/2004 leaving behind his surviving his wife namely **Smt. Kalyani Kundu** (since deceased) and his three sons namely **Sri Subhas Kundu**, **Sri Sukumar Kundu** and **Sri Sanat Kundu**, as his joint legal-heirs and successors as per Hindu Succession Act.' 1956.

**And Whereas** said **Smt. Kalyani Kundu**, died intestate on 21/04/2010 leaving behind her surviving her aforesaid three sons namely **Sri Subhas Kundu**, **Sri Sukumar Kundu** and **Sri Sanat Kundu**, as her joint legal-heirs and successors as per Hindu Succession Act.' 1956, in respect of her undivided 1/4th or 25% share therein and thus by operation of law the aforesaid three sons of deceased Ramendra Ranjan Kundu and deceased Kalyani Kundu, became the **absolute joint owners** of the said **entire property**, having their 1/3rd share each therein and they have already got their joint names (**Sri Subhas Kundu**, **Sri Sukumar Kundu** and **Sri Sanat Kundu**, the **First Party / Land Owners / Vendors** herein) mutated as **joint owners** in the records of the KMC, through simple/one visit mutation **Case No. O/012/20-APR-22/135367**, hereinafter referred to as the said **absolute joint property**.

**And Whereas** the aforesaid manner the said **joint owners**, in course of their peaceful possession and joint enjoyment of the said **absolute joint property** being intendent to have the said **absolute joint property** developed by construction of a new multistoried building, through a **Developer** and accordingly entered into a **Development Agreement** with the said **M/s. Unik Construction**

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**Co. a Partnership Firm**, having its registered office at **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, represented by its **Partners** namely **(1) Sri Samir Kundu (Pan : ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122)**, son of Late Jadav Chandra Kundu and **(2) Sri Rakesh Kundu (Pan : AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686)**, son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, being the **Second Party / Developer** therein and being the **Second Party/Developer** herein, upon the terms and conditions mentioned therein and the said **Development Agreement**, dated 14/12/2022, which was duly registered in the office of the **ARA-II, Kolkata** and recorded there in Book No. I, Volume No. 1902-2022, Page from 509362 to 509404, Being / Deed No. 1902151405, For the year 2022 and simultaneously the said **joint owners** herein executed a **Development Power of Attorney**, dated 14/12/2022, in favour of the said **(1) Sri Samir Kundu (Pan : ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122)**, son of Late Jadav Chandra Kundu and **(2) Sri Rakesh Kundu (Pan : AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686)**, son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, being their joint **Attorneys** therein,

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was duly registered in the office of the **ARA-II, Kolkata** and recorded there in Book No. I, Volume No. 1902-2022, Page from 507247 to 507272, Being / Deed No. : 190215151, For the year 2022, empowering to look after the affairs related to the said proposed development of the said **absolute joint property** and to sale, assigns and / or transfer of the said joint **Attorneys** therein and being the **Second Party/Developer** herein allocation reserved under the said **Development Agreement**, dated 21/02/2022.

The aforesaid manner the said **First Party / Land Owners / Vendors** herein further executed a **General Power of Attorney**, dated 02/03/2023, in favour of the said (1) **Sri Samir Kundu (Pan : ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122)**, son of Late Jadav Chandra Kundu and (2) **Sri Rakesh Kundu (Pan : AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686)**, son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, being their joint **Attorneys** therein, was duly registered in the office of the **ARA-II, Kolkata** and recorded there in Book No. I, Volume No. 1902-2023, Page from 96295 to 96310, Being / Deed No. 190202844, For the year 2023, empowering to look after the affairs related to the sanction of Building Plan from the Building Department, Borough No. II of the KMC for construction of a new multistoried Building upon the said plot of **Bastu Land** and others authority concern.

(B) The said **Bastu Land** is earmarked for the purpose of building a (commercial / residential / any other purpose) project, comprising **G+4 storied Building** and the said Project shall be known as **Unik Paradise**.

(C) The **Second Party / Developer** 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 **Second Party / Developer** herein regarding the said **Bastu Land** on which project is to be constructed have been completed.

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The **Second Party / Developer** herein has informed to the Building Department, Borough No. II of the KMC on / /2024 , regarding commencement of the said development work.

**(E)** The **Second Party / Developer** herein has obtained the final layout plan approvals for the project from Building Department, Borough No. II of the KMC. The **Second Party / Developer** 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 **Second Party / Developer** 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 **Third Party / Purchasers** herein has applied for one **Flat** (being No. ), on the **Floor** and under roof one **Car Parking Space** (being No. ), on the **Ground Floor** in the said Project vide application no. , dated / / 202 . And same has been allotted in the said **Unik Paradise**, one **Flat** (being No. ), on the **Floor**, having **carpet** area of **sq.ft.**, along with under roof one **Car Parking Space** (being no. ), on the **Ground Floor**, having area of **sq.ft.** (which its falling under allocation / share of the **Second Party / Developer** herein) 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 "**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"**. No. 9



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(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 disclosures :-

(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 **Second Party / Developer** hereby agree to sell and the **Third Party / Purchasers** hereby agree to purchase the one **Flat** and the under roof one **Car Parking Space**, 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 **Second Party / Developer** herein agrees to the **Third Party / Purchasers** herein and the **Third Party / Purchasers** hereby agrees to purchase,

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the said one **Flat** and the said under roof one **Car Parking Space** as specified in paragraph "**G**".

The total price for the said one **Flat** (being No. ), on the **Floor** and the said under roof one **Car Parking Space** (being No. ) on the **Ground Floor**. The **Total Price**, give break up and description given under :-

One **Flat** (being No. ), on the **Floor**, under the said **Unik Paradise**, having carpet area **sq.ft.**, rate of **Rs. /- (Rupees )** only **per sq.ft.** and rate of **common areas Rs. /- (Rupees )** only **per sq.ft.**

**And**

Under roof one **Car Parking Space** (being no. ), on the **Ground Floor** having area of **sq.ft.**, total price of **Rs. /- (Rupees )** only.

**Explanation**

(i) The total price above includes the booking amount paid by the **Third Party / Purchasers** herein to the **Second Party / Developer** herein towards the said one **Flat** and the said under roof one **Car Parking Space**.

(ii) The total price above excluding **CGST** and **SGST** (consisting of the other tax if any or cess and any other similar taxes as per law, which may be levied, in connection with the construction of the said entire Project payable by the **Second Party / Developer** herein, upto the date of handing over the possession of the said one **Flat** and the said under roof one **Car Parking Space**.

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

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

(iv) The total price of the said one **Flat** includes : 1) prorata share in the common areas and 2) the said under roof one **Car Parking Space** as provided in this **Agreement For Sale**.

The total price is escalation-free, save and except increases which the **Third Party / 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 authority from the time to time. The **Second Party / Developer** herein undertakes and agrees that while raising a demand on the **Third Party / Purchasers** herein for increase in development charges, cost charges imposed by the competent

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authorities, the **Second Party / Developer** herein shall enclose the said notification / order / rule / regulation to the effect along with the demand letter being issued to the **Third Party / Purchasers** herein, which shall only be applicable on subsequent payments.

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

The **Second Party / Developer** herein may allow, in its sole discretion, a rebate for early payments for installments payable by the **Third Party / 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 **Third Party / Purchasers** herein by the **Second Party / Developer** herein.

It is agreed that the **Second Party / Developer** 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 Apartment or Building, as the case may be without the previous written consent of the **Third Party / Purchasers** herein. Provided that the **Second Party / Developer** herein may make such minor additions or alterations as may be required by the **Third Party / Purchasers** herein or such minor changes or alteration as per provision of the Act.

The **Second Party / Developer** herein shall confirm the final carpet area that has been allotted to the **Third Party / Purchasers** herein after the construction of the said Building is completed and the occupancy or completion

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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 **Second Party / Developer** herein. If there is any reduction in the carpet area within the defined limit then the **Second Party / Developer** herein shall refund the excess money paid by the **Third Party / 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 **Third Party / Purchasers** herein. If there is any increase in the carpet area allotted to the **Third Party / Purchasers** herein, the **Second Party / Developer** herein shall demand that from the **Third Party / 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 **Second Party / Developer** herein agrees and acknowledges, the **Third Party / Purchasers** herein shall have the right to the said one **Flat** and the said under roof one **Car Parking Space** as mentioned below :

(i) The **Third Party / Purchasers** herein shall have exclusive ownership of the said one **Flat** and the said under roof one **Car Parking Space**.

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

(iii) That the computation of the price of the said one **Flat** and the said under roof one **Car Parking 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 fire fighting equipments (if stays therein) 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 **Second Party / Developer** herein and the **Third Party / Purchasers** herein agrees that the said one **Flat** and the said under roof one **Car Parking 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 **Third Party / Purchasers** herein. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the **Third Party / Purchasers** herein of the said Project.

It is understood by the **Third Party / Purchasers** herein that all other areas and i.e. areas and facilities falling outside the Project, namely **Unik Paradise**, shall not form a part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownershiip Act. 1972.

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The **Second Party / Developer** herein agrees to pay all outgoings before transferring the physical possession of the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / Purchasers** herein, which it has collected from the **Third Party / 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 and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said project). If the **Second Party / Developer** herein fails to pay all or any of the outgoing collected by it from the **Third Party / Purchasers** herein or any liability, mortgages loan and interest thereon before transferring the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / Purchasers** herein, the **Second Party / Developer** herein agrees to be liable, even after the transfer of the said one **Flat** and the said under roof one **Car Parking 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 **Third Party / Purchasers** herein has paid a sum of **Rs.        /-** (**Rupees**) only, as booking amount being part payment towards the total price of the said one **Flat** and the said under roof one **Car Parking Space** at the time of application dated    /    / 202    , the receipt of which the **Second Party / Developer** hereby acknowledges and the **Third Party / Purchasers** hereby agrees to pay the remaining price of the said one

**Flat** and the said under roof one **Car Parking Space** as prescribed in the "**Payment Plan**" as as may be demanded by the **Second Party / Developer** herein within the time and in the manner specified therein.

Provided that if the **Third Party / Purchasers** herein delays in payment towards any amount for which is payable, the **Third Party / 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 **Second Party / Developer** herein abiding by the construction milestones, the **Third Party / Purchasers** herein shall make all payments, on demand by the **Second Party / Developer** herein within the stipulated time as mentioned in the "Payment Plan" through A/c. Payee Cheque or Demand Draft or online payment (as applicable) in favour of **Unik Construction Co.**, payable at Kolkata.

## **3. Compliance of Laws Relating to Remittances**

The **Third Party / 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 there under or any statutory amendment(s) or modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition or sale or transfer of immovable properties in India etc. and provide the **Second Party / Developer** herein with such permission, approvals which would enable the **Second Party / Developer** herein to fulfil its obligations under this **Agreement For Sale**. Any refund, transfer of security, if provided



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in terms of this **Agreement For Sale** shall be made in accordance with the provision 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 **Third Party / Purchasers** herein understand and agrees that in the event of any failure on the **Third Party / Purchasers** herein part to comply with the applicable guidelines issued by the Reserve Bank of India, the **Third Party / 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 **Second Party / Developer** herein accepts no responsibility in this regard. The **Third Party / Purchasers** herein shall keep the **Second Party / Developer** herein fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **Third Party / Purchasers** herein subsequent to the signing of this **Agreement For Sale**, it shall be the sole responsibility of the **Third Party / Purchasers** herein to intimate the same in writing to the **Second Party / Developer** herein immediately and comply with necessary formalities if any under the applicable laws. The **Second Party / Developer** herein shall not be responsible towards any third party making payment / remittances on behalf of any of the **Third Party / Purchasers** herein and such third party shall not have any right in the application / allotment of the said one **Flat** and the said under roof one **Car Parking Space** applied for herein in any way and the **Second Party / Developer** herein shall be issuing the payment receipts in favour of the **Third Party / Purchasers** herein only.

#### **4. Adjustment / Appropriation of Payment**

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

#### **5. Time is Essence**

Time is essence for the **Second Party / Developer** herein as well as the **Third Party / Purchasers** herein. The **Second Party / Developer** herein shall abide by the time Schedule for completing the said Project and handing over the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / Purchasers** herein and common areas to the association of the all purchaser(s) or all owner(s) after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the **Third Party / Purchasers** herein shall make timely payment or the installment and other dues payable by the **Third Party / Purchasers** herein and meeting the other oblication under this **Agreement For Sales** subject to the simultaneous completion of construction by the **Second Party / Developer** herein as provided in **Schedule-"C"** ("Payment Plan").

#### **6. Construction of the Project / Apartment**

The **Third Party / Purchasers** herein has seen the specification of the said one **Flat** and the said under roof one **Car Parking Space** and accepted

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the payment plan, floor plan, layout plan (annexed along with this **Agreement For Sale**), which has been approved by the competent authority, as represented by the **Second Party / Developer** herein. The **Second Party / Developer** herein shall develop the said Project in accordance with the said layout plan, floor plans and specifications. Subject to the terms in this **Agreement For Sale**, the **Second Party / Developer** 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. II, of the KMC 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 **Second Party / Developer** 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 the said under roof one **Car Parking Space** :

The **Second Party / Developer** herein agrees and understands that timely delivery of possession of the said one **Flat** and the said under roof one **Car Parking Space** is the essence of this **Agreement For Sale**. The **Second Party / Developer** herein, based on the approved plans and specifications, assures to hand over possession of the said one **Flat** and the said under roof one **Car Parking 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**"). If, however, the

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

**Procedure for taking possession :-** The **Second Party / Developer** herein, upon obtaining the occupancy or completion certificate from the competent authority shall offer in writing to take the possession of the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / 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 **Second Party / Developer** herein shall give possession of the said one **Flat** and the said

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under roof one **Car Parking Space**, to the **Third Party / Purchasers** herein. The **Second Party / Developer** herein agrees and undertakes to indemnify the **Third Party / Purchasers** herein in case of failure of fulfilment of any of the provision, formalities, documentation on part of the **Second Party / Developer** herein. The **Third Party / Purchasers** herein agrees to pay the maintenance charges as shall be determined by the **Second Party / Developer** herein or Association of all purchaser(s) or owner(s) as the case may be. The **Second Party / Developer** herein on its behalf shall offer the possession to the **Third Party / Purchasers** herein in writing within 30 days of receiving the occupancy certificate or completion certificate from the KMC of the said Project.

**Failure of the Third Party / Purchasers herein to take possession of the said one Flat and the said under roof one Car Parking Space**

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

**Possession by the Third Party / Purchasers herein**

After obtaining the occupancy certificate or completion certificate from the KMC and handing over physical possession of the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / Purchasers** herein, it shall be the responsibility of the **Second Party / Developer** herein to hand over the necessary documents and plans, including common areas, to the association of the all purchaser(s) or all owner(s) or the competent authority, as the case may be as per the local laws.

**Cancellation by the Third Party / Purchasers herein**

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

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

**Compensation :-** The **Second Party / Developer** herein shall compensate to the **Third Party / Purchasers** herein in case of any loss caused to them (the **Third Party / Purchasers** herein) due to defective title of the said **Bastu Land**, on which the said Project is being developed 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 **Second Party / Developer** herein fails to complete or is unable to give possession of the said one **Flat** and the said under roof one **Car Parking 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 **Second Party / Developer** herein shall be liable to compensate, on demand to the **Third Party / Purchasers** herein, in case the **Third Party / Purchasers** herein wish to withdraw from the said Project, without prejudice to any other remedy available, to return the total amount received by the **Second Party / Developer** herein in respect of the said one **Flat** and the said under roof one **Car Parking 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, the **Third Party / Purchasers** herein does not intend to withdraw from the said Project, the **Second Party / Developer** herein shall pay the **Third Party / 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 the said under roof one **Car Parking Space**.

**8. Representations and warranties of the Second Party / Developer herein**

The **Second Party / Developer** hereby represents and warrants to the **Third Party / Purchasers** herein as follows :

(i) The **Second Party / Developer** 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 **Second Party / Developer** herein has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.

(iii) There are no encumbrances upon the said **Bastu Land** or the said Project .

(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 the said under roof one **Car Parking 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 the said under roof one **Car Parking Space** are valid and subsisting those have been obtained by following due process of law. Further, the **Second Party / Developer** 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 the said under roof one **Car Parking Space** and common areas.

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



(vii) The **Second Party / Developer** 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 the said under roof one **Car Parking Space** which will, in any manner, which may affect the rights of the **Third Party / Purchasers** herein under this **Agreement For Sale**.

(viii) The **Second Party / Developer** herein confirms that the **Second Party / Developer** herein is not restricted in any manner whatsoever from selling the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / Purchasers** herein in the manner contemplated in this **Agreement For Sale**.

(ix) At the time of execution of the **Deed of Conveyance**, the **Second Party / Developer** herein shall handover lawful, vacant, peaceful physical possession of the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / Purchasers** herein and the common areas to the Association of the all purchaser(s) or all owner(s).

(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 **Second Party / Developer** 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 out goings, whatsoever payable with respect to the said Project to the competent authorities.

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(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 Project / Property / Bastu Land) has been received by or served upon the **Second Party / Developer** 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 **Second Party / Developer** herein shall be considered under a condition of default, in the following events.

(i) The **Second Party / Developer** herein fails to provide ready to move in possession of the said one **Flat** and the said under roof one **Car Parking Space** to the **Third Party / 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 completed in all respect.

(ii) Discontinuance of the **Second Party / Developer** business as a **Developer** on account of suspension or revocaion of **its** registration under the provisions of the Act. or the rules or regulations made there under.

#### **In case of Default by the Second Party / Developer herein under the conditions listed above, the Third Party / Purchasers herein is entitled to the following**

(i) Stop making further payments to the **Second Party / Developer** herein as demanded by the **Second Party / Developer** herein. If the **Third Party / Purchasers** herein stops making payments, the **Second Party / Developer** herein shall correct the situation by completing the construction

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milestones and only thereafter the **Third Party / Purchasers** herein be required to make the next payment without any penal interest or :-

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

Provided that where the **Third Party / Purchasers** herein does not intend to withdraw from the said Project or terminate this **Agreement For Sale**, the **Second Party / Developer** herein shall be paid interest to the **Third Party / Purchaser** herein (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 the said under roof one **Car Parking Space**.

**The Third Party / Purchasers herein shall be considered under the condition of Default, on the occurrence of the following events**

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

(ii) In case of default by the **Third Party / Purchasers** herein under the condition listed above continues for a period beyond consecutive months after notice from the **Second Party / Developer** herein in this regard, the **Second Party / Developer** herein shall **cancel** the allotment of the said one **Flat** and

the said under roof one **Car Parking Space** in favour of the **Third Party / Purchasers** herein and refund the amount money paid to the **Second Party / Developer** herein by the **Third Party / 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 the said under roof one Car Parking Space**

The **Second Party / Developer** herein, on receipt of complete amount of the total Price of the said one **Flat** and the said under roof one **Car Parking Space** under the **Agreement For Sale** from the **Third Party / Purchasers** herein shall execute a **Deed of Conveyance** and convey the title of the said one **Flat** and said one under roof **Car Parking Space** together with proportionate indivisible share in the common areas within **3 (Three)** months from the issuance of the occupancy or completion certificate from the KMC. However, in case the **Third Party / Purchasers** herein fails to deposit the stamp duty, registration charges and all other incidental charges, legal expenses etc. so demanded within the period mentioned in the demand letter, the **Third Party / Purchasers** herein authorized the **Second Party / Developer** herein to withhold registration of the **Deed of Conveyance** in their (the **Third Party / Purchasers** herein) favour till full and final settlement of all dues and stamp duty, registration charges and all other incidental charges, legal expenses etc. to the **Second Party / Developer** herein is made by the **Third Party / Purchasers** herein. The **Third Party / 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 competent authority / authorities.

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

The **Second Party / Developer** herein shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of the all purchaser(s) or all owner(s). 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 **Second Party / Developer** herein as per this **Agreement For Sale** relating to such development is brought to the notice of the **Second Party / Developer** herein within a period of **5 (five) years** by the **Third Party / Purchasers** herein from the date of handing over possession.

It shall be the duty of the **Second Party / Developer** herein to rectify such defect without further charges within **30 (thirty) days** and the event of the **Second Party / Developer** herein failure to rectify such defects within such time, the aggrieved of the **Third Party / Purchasers** herein shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. Right of Third Party / Purchasers herein to use common areas and facilities subject to payment of total maintenance charges**

The **Third Party / Purchasers** hereby agrees to purchase the said one **Flat** and said one **Flat** and the said under roof one **Car Parking Space** on the specific understanding that their (The **Third Party / Purchasers** herein) right to the use of common areas shall be subject to timely payments of total

maintenance charges, as shall be determined and thereafter billed by the maintenance agency appointed or the Association of the all purchaser(s) or all owner(s) or the maintenance agency appointed by it and performance by the **Third Party / Purchasers** herein of all their (the **Third Party / Purchasers** herein) obligation in respect of the terms and conditions specified by the maintenance agency or the Association of the all purchaser(s) or all owner(s) from time to time.

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

The **Second Party / Developer** herein or maintenance agency or Association of the all purchaser(s) or all owner(s) shall have rights of unrestricted access of all common areas, open or under roof car parking spaces for providing necessary maintenance service and the **Third Party / Purchasers** herein agrees to permit the Association of the all purchaser(s) or all owner(s) and / or maintenance agency to enter into the said one **Flat** and the said under roof one **Car Parking 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 **Unik Paradise**, shall be earmarked for purposes such as car parking spaces and service including but not limited to electric sub-station, transformer, DG set room, under ground water tanks, pump rooms, maintenance and service rooms, fire fighting pump (if stays therein) and equipment's etc. and other permitted

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uses as per sanctioned plans. The **Third Party / Purchasers** herein shall be not be permitted to use the services areas and in any manner whatsoever, other than those earmarked as car parking spaces and the same shall be reserved for use by the Association of the all purchaser(s) or all owner(s) formed by the all purchaser(s) or all owner(s) for rendering maintenance services.

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

Subject to clause 12 above, the **Allottees / Purchasers** herein shall after taking possession, be solely responsible to maintain the said one **Flat** and the said under roof one **Car Parking Space** at their (the **Third Party / 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 the said under roof one **Car Parking Space** or the staircases, lift, 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 the said under roof one **Car Parking Space** and keep the said one **Flat** and the said under roof one **Car Parking Space** its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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 be damaged or Jeopardized. The **Third Party / Purchasers** herein further undertakes, assures and guarantees that they (the **Third Party / 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 **Third Party / 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 **Third Party / Purchasers** herein shall not store any hazardous or combustible goods in the said one **Flat** and the said under roof one **Car Parking Space** or place any heavy material in the common passages or stair cases of the said entire Apartment / Building. The **Third Party / Purchasers** herein shall also not remove any wall, including the outer and load bearing wall of the said one **Flat** and the said under roof one **Car Parking Space**. The **Third Party / Purchasers** herein shall plan and distribute its electrical load in conformity with the electrical systems installed by the **Second Party / Developer** herein and thereafter the Association of the all purchaser(s) or all owner(s) and / or maintenance agency appointed by the Association of the all purchaser(s) or all owner(s). The **Third Party / 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 Third Party / Purchasers herein**

The **Third Party / Purchasers** herein is entering into this **Agreement For Sale** for the allotment of the said one **Flat** and the said under roof one **Car Parking 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 **Third Party / Purchasers** hereby undertakes that they (the **Third Party / Purchasers** herein) shall comply with and carry out, from time to time after they (the **Third Party / Purchasers** herein) has taken over for occupation and use of the said one **Flat** and the said under roof one **Car Parking Space**, all the



requirements, requisitions, demands and repairs which are required by any competent authority in respect of the said one **Flat** and the said under roof one **Car Parking Space** at their (the **Third Party / Purchasers** herein) own cost.

**18. Additional Constructions**

The **Second Party / Developer** herein undertake that it has no right to make additions or to put up additional structure(s) any where in the said Project after the Building plan, vide **B.P. No. 2023020041, dated 23/09/2023**, for **G+IV storied Building**, has been approved by the competent authority except for as provided in the Act and also be provided here that, the **Second Party / Developer** herein may be make additional structure(s) upon the said **Bastu Land** which approved of the competent authority.

**19. The Second Party / Developer herein shall not mortgage or create charge**

After the **Second Party / Developer** herein execute this **Agreement For Sale**, its shall not mortgage or create a charges on the said entire Building / Apartment / Project 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 **Third Party / Purchasers** herein who has taken or agreed to take such of the said one **Flat** and the said under roof one **Car Parking Space**.

**20. Apartment ownership Act.**

The **Second Party / Developer** herein has assured the **Third Party / Purchasers** herein that the said Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act. 1972. The **Second Party / Developer** 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 **Third Party / Purchasers** herein by the **Second Party / Developer** herein does not create a binding obligation on the part of the **Second Party / Developer** herein or the **Third Party / Purchasers** herein until, firstly, the **Third Party / Purchasers** herein signs and delivers this **Agreement For Sale** along with its the all **Schedule** together with the payment due as stipulated in the "**Payment Plan**" within **30 (thirty) days** from the date of receipt by the **Third Party / Purchasers** herein and secondly, appears for registration of the same before the concerned **Registering Authority, Kolkata** as and when intimated by the **Second Party / Developer** herein. If the **Third Party / Purchasers** herein fails to execute and deliver to the **Second Party / Developer** herein this **Agreement For Sale** within **30 (thirty) days** from the date of its receipt by the **Third Party / Purchasers** herein and / or appear before the concerned **Registering Authority, Kolkata** for its registration as and when intimated by the **Second Party / Developer** herein, then the **Second Party / Developer** herein shall serve a notice to the **Third Party / Purchasers** herein for rectifying the default, which if not rectified **30 (thirty) days** from the date of its receipt by the **Third Party / Purchasers** herein, application of the **Third Party / Purchasers** herein shall be treated as **cancelled** and all sums deposited by the **Third Party / Purchasers** herein in connection there with including booking amount shall be returned to the **Third Party / Purchasers** herein without any interest or compensation whatsoever.

## **22. Entire Agreement For Sale**

This **Agreement For Sale**, along with its all **Schedule**, 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 the said under roof one **Car Parking 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**

**Third Party / Purchasers herein or subsequent purchaser(s)**

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 purchaser(s) of the said one **Flat** and the said under roof one **Car Parking Space**, in case of transfer, as the said obligation go along with the said one **Flat** and the said under roof one **Car Parking Space** for all intents and purposes.

**25. Waiver not a Limitation to Enforce**

The **Second Party / Developer** 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 **Third Party / 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 **Third Party / Purchasers** herein, that exercise of discretion by the **Second Party / Developer** herein in the case of the **Third Party / Purchasers** herein shall not be construed to be a precedent and / or binding on the **Second Party / Developer** herein to exercise such discretion in the case of other all purchaser(s) or all owner(s).

Failure on the part of the **Second Party / Developer** 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 thereafter 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 thereunder 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 thereunder 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 **Third Party / Purchasers** herein has to make any payment, in common with other all purchaser(s) or all owner(s) in the said Project the same shall be the proportion which the carpet area of the said one **Flat** and the said under roof one **Car Parking Space** bear to the total carpet area of all the flats / car parking spaces in the said 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 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 **Second Party / Developer** herein through its authorized signatory at the **Second Party / Developer's** office or some other place, which may be mutually agreed between the **Second Party / Developer** herein and the **Third Party / Purchasers** herein in Kolkata after this **Agreement For Sale** is duly executed by the **Second Party / Developer** herein and the **Third Party / Purchasers** herein or simultaneously with the execution the said **Agreement For Sale** shall be registered in the office of the concerned **Registering Authority, Kolkata**. Hence this **Agreement For Sale** shall be deemed to have been executed at Kolkata.

### **30. Notices**

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

#### **First Party / Land Owners / Vendors herein**

(1) **Sri Subhas Kundu** (2) **Sri Sukumar Kundu** and (3) **Sri Sanat Kundu**, all are son of Late Ramendra Ranjan Kundu, all are resident of 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004.

#### **Name of the Second Party / Developer herein** ,

**M/s. Unik Construction**, office at **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**,

**Partners** : (1) **Sri Samir Kundu**, son of Late Jadav Chandra Kundu and (2) **Sri Rakesh Kundu**, son of Late Ranjit Kumar Kundu, both are resident of **13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**.

**Name of the Third Party / Purchasers herein**

(1) **Sri** , son of and (2) **Smt.** wife of  
Sri , both area resident of : , P.O. ,  
**P.S.** , Kolkata- .

It shall be the duty of the **Third Party / Purchasers** herein and the **Second Party / Developer** 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 failing which all communications and letters posted at the above address shall be deemed to have been received by the **Second Party / Developer** herein or the **Third Party / Purchasers** herein as case may be.

**31. Joint Purchasers**

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

**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 thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

**The Schedule-"A" Above Referred To**

**(Entire Bastu Land / Property / Premises)**

**All That** piece and parcel of rent free **Bastu Land** containing an area of **04 (Four) Cottahs-05 (Five) Chattaks-10 (Ten) Sq.ft.**, be the same a little more or less, along with all easements, appurtenances and common rights of the KMC main road on the northern side of the said **Bastu Land** available therein lying, situated at and being **Premises No. 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004**, under the **K.M.C. Ward No. 012, Borough No. II, Assessee No. 11-012-27-0097-5**, in the **suburbs of the town of Kolkata**, which is butted and bounded as the following manner :

**On The North By : Approx 60'-00" wide Adhar Chandra Das Lane**

**On The South By : Premises No. 10E, Ultadanga Road**

**On The East By : Premises No. 14, Ultadanga Road**

**On The West By : Premises No. 10D, Ultadanga Road**

**The Schedule-"B" Above Referred To**

**(The Said One Flat And The Said Under Roof One Car Parking Space Hereby Intend To Be Sold)**

**All That** self contained and independent vitrified tiles finished floored, fully residential one **Flat** (being **No.**) on the **Floor**, having its carpet area **Sq.Ft.** + proportionate **common area** **Sq.Ft.** be the same, a little more or less, along with under roof one **Car Parking Space** (being **No.**) on the **Ground Floor**, having its area **Sq.Ft.** (which its falling under allocation of the **Second Party / Developer** herein) together with proportionate share of **Bastu Land**, morefully described in the **Schedule-"A"** mentioned property hereinbefore written of the newly constructed **G+IV storied** Building and shown by "**Red**" colour line in the annexed entire **Floor** plan and **Ground Floor** plan hereto, which both are a part of this **Agreement For Sale**





**The Schedule-"D" Above Referred To**

**(The First Party / Land Owners / Vendors Herein And The Third Party / 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 **G+4 storied** new Building as are necessary for use and occupancy of the units.

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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.

(a) Entire **Bastu Land**, morefully described in the **Schedule-"A"** mentioned property hereinabove 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 **G+4 storied** new Building.

(e) Exterior lighting and other facilities necessary to the upkeep and safety of the said proposed **G+4 storied** 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 **G+4 storied** new Building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the said proposed **G+4 storied** 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

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said unit side or interior load bearing walls within the said proposed **G+4 storied** new Building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said proposed **G+4 storied** new Building.

(i) Conduits, utility lines, telephone and electrical systems contained within the said proposed **G+4 storied** new Building.

(j) The ultimate roof or terrace including structure in the said proposed **G+4 storied** 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 **G+4 storied** new Building, the purchasers being entitled to use and enjoy the said ultimate roof or terrace with the said **First Party / Land Owners / Vendors** herein, other purchaser(s) with causing inconvenience to one another.

#### **The Schedule-"E" Above Referred To**

**(Common Expenses To Be Borne By The First Party / Land Owners / Vendors Herein And The Third Party / 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 **G+4 storied** new Building, the boundary walls, entrance, the staircase, 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 **G+4 storied** new Building enjoyed in common by the purchaser or purchasers or owner or owners of the said proposed **G+4 storied** new Building.

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2) The cost of cleaning maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the said proposed **G+4 storied** new Building as enjoyed or used in common by the occupiers of the said proposed **G+4 storied** new Building.

3) Cost and charges of establishment reasonable required for the maintenance of the said proposed **G+4 storied** new Building and for watch and watch duty and other incidents costs.

4) The cost of decorating the exterior of the said proposed **G+4 storied** 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 **G+4 storied** new Building against any damage due to earthquake, fire, lightening, civil commotion etc.

7) The Kolkata Municipal Corporation taxes of the said proposed **G+4 storied** new Building, if any and other similar taxes save those separately assessed on the respective Flats / Car Parking Space and unless the respective Flats / Car Parking handed over to the said prospective purchaser or purchasers of the said **Second Party / Developer** 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 **G+4 storied** new Building.

9) Such other expenses as are necessary or incidental for the maintenance, Govt duties and up-keepment of the said proposed **G+4 storied** new Building as may be determined by the all Flats / Car Parking Space Owners' Association.

**The Schedule-"F" Above Aefferred 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 **G+4 storied** 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 **G+4 storied** 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 / Car Parking Space 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 **G+4 storied** 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 / Car Parking Space owners within the said proposed **G+4 storied** new Building or the structure thereof, in any manner whatsoever.

6) Not throw or accumulate in the said proposed **G+4 storied** new Building / unit or any portion of the said proposed **G+4 storied** new Building / unit the same.

7) Not to paint outer walls or portion or common walls or portions of the said proposed **G+4 storied** new Building, exclusive of the getup thereof, the said **Third Party / Purchasers** herein being entitled to paint inside the walls and portions of the said **Third Party / Purchasers** herein only in any colour of the said **Third Party / Purchasers** herein choice.

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8) The purchasers of the said proposed **G+4 storied** new Building / unit together with other purchasers or the said **Third Party / Purchasers** herein or other units shall must have abide by obligations for guidance of members or maintenance, safety and security of the said proposed **G+4 storied** new Building or otherwise as shall be necessary in the interest thereof.

9) Not to encroach any common portion of the said proposed **G+4 storied** 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 **G+4 storied** 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 **G+4 storied** new Building shall have reinforce cement, concrete framed structure with reinforced cement, concrete columns, beams and slabs.

3. **Wall** : Wall of the said proposed **G+4 storied** 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.

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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 sallow woods and the door shutters will be of flush doors.

7. **Window** : Aluminium 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 marked 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 **Third Party / 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.







**PHOTO PEST AND FINGER IMPRESSION SHEET NO. 1 OF 3**

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <p align="center"><b>LEFT HAND</b></p>	<b>Small Finger</b>	<b>Ring Finger</b>	<b>Middle Finger</b>	<b>Indication Finger</b>	<b>Thumb Finger</b>
	<b>Thumb Finger</b>	<b>Indication Finger</b>	<b>Middle Finger</b>	<b>Ring Finger</b>	<b>Small Finger</b>
<p align="center"><b>(Sri Samir Kundu)</b> As Joint Attorneys of the :- Sri Subhas Kundu, Sri Sukumar Kundu and Sri Sanat Kundu —Signature of the First Party/Land Owners/Vendors—</p>	<b>RIGHT HAND</b>				
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <p align="center"><b>LEFT HAND</b></p>	<b>Small Finger</b>	<b>Ring Finger</b>	<b>Middle Finger</b>	<b>Indication Finger</b>	<b>Thumb Finger</b>
	<b>Thumb Finger</b>	<b>Indication Finger</b>	<b>Middle Finger</b>	<b>Ring Finger</b>	<b>Small Finger</b>
<p align="center"><b>(Sri Rakesh Kundu)</b> As Joint Attorneys of the :- Sri Subhas Kundu, Sri Sukumar Kundu and Sri Sanat Kundu —Signature of the First Party/Land Owners/Vendors—</p>	<b>RIGHT HAND</b>				

**PHOTO PEST AND FINGER IMPRESSION SHEET NO. 2 OF 3**

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <p align="center"><b>LEFT HAND</b></p> <p>For, M/s. Unik Construction Co.</p> <p align="right"><b>RIGHT HAND</b></p> <p align="right"><b>Partner</b></p> <p align="center"><b>(Sri Samir Kundu)</b></p> <p align="center">—Signature of the Second Party / Developer—</p>	<b>Small Finger</b>	<b>Ring Finger</b>	<b>Middle Finger</b>	<b>Indication Finger</b>	<b>Thumb Finger</b>
	<b>Thumb Finger</b>	<b>Indication Finger</b>	<b>Middle Finger</b>	<b>Ring Finger</b>	<b>Small Finger</b>
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	<b>Thumb Finger</b>	<b>Indication Finger</b>	<b>Middle Finger</b>	<b>Ring Finger</b>	<b>Small Finger</b>

**PHOTO PEST AND FINGER IMPRESSION SHEET NO. 3 OF 3**

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	<b>LEFT HAND</b>	<b>Small Finger</b>	<b>Ring Finger</b>	<b>Middle Finger</b>	<b>Indication Finger</b>	<b>Thumb Finger</b>	
	_____ <b>(Sri )</b> —Signature of the Third Party/Purchaser—	<b>RIGHT HAND</b>	<b>Thumb Finger</b>	<b>Indication Finger</b>	<b>Middle Finger</b>	<b>Ring Finger</b>	<b>Small Finger</b>
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	<b>LEFT HAND</b>	<b>Small Finger</b>	<b>Ring Finger</b>	<b>Middle Finger</b>	<b>Indication Finger</b>	<b>Thumb Finger</b>	
	_____ <b>(SMT. )</b> —Signature of the Third Party/Purchaser—	<b>RIGHT HAND</b>	<b>Thumb Finger</b>	<b>Indication Finger</b>	<b>Middle Finger</b>	<b>Ring Finger</b>	<b>Small Finger</b>