

Annexure F



पश्चिम बंगाल WEST BENGAL

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AUTHORIZED SIGNATORY

Usashi Realstates Pvt. Ltd.

Usashi Realstates Pvt. Ltd.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the 09th day of August
Two Thousand and Seventeen (2017).

BETWEEN

M/S. USASHI REALSTATES PVT. LTD. (Pan AAFCD0790C), a Company incorporated under the Companies Act. 1956, having its office at Premises No. 594/1, Dakshindari Road, "BimaAbasan", Flat No. E2/1, First Floor, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, District – North 24 Parganas, being represented by its Authorised signatory namely **MR. SUPRIYA PATRA(having PAN BCSPP3301E)**, son of Sri Asis Kumar Patra, residing at Premises No.____, Radhapur, Post Office - Madhabpur, Police Station – Bhupatinagar, PIN Code - 721626, District – PurbaMedinipur, hereinafter called and referred to as the "**VENDOR AND/OR DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART**

A N D

SMT PROMITA MAJUMDAR (PAN BCWPM8887J) wife of Sri Nirmalya Chatterjee, by faith - Hindu, by nationality – Indian, by occupation – Service, residing at Premises- B14/219, Kendriya Vihar,V.I.P. Road, Police Station-Baguiati, PO-Airport, Pin Code No- 700052, District-North 24 Parganas,

A N D

SRI NIRMALYA CHATTERJEE (PAN AKDPC9502A) son of Sri Gautam Chatterjee, by faith - Hindu, by nationality – Indian, by occupation – Service, residing at Premises-B14/219, Kendriya Vihar,V.I.P. Road, Police Station-Baguiati, PO-Airport, Pin Code No – 700052, District-North 24 Parganas, hereinafter jointly and/or severally called and referred to as the "**PURCHASER /PURCHASER (S)**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their respective heirs, executors, administrators, representatives, successors-in-office and assigns) of the **OTHER PART.**

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

HOUSING PROJECT: The Housing Complex will always be known as "**KING TOWN NEW TOWN**" and the Bungalows and Buildings to be constructed within the said Premises will be in phases of the said Housing Complex.

Background

Absolute Ownership:The Purchaser herein shall have absolute ownership of the said flat under consideration on or after execution and registration of Deed of Conveyance in favour of the owner free from all encumbrances and in peaceful possession thereof.

Development Agreements / Construction Agreement:For the purpose of developing and commercially exploiting the Said Premises by constructing building thereon and selling various flats/spaces therein (**Units**), the Vendor has entrusted the work of Development / Construction of the said Premises to the Contractor, on the terms and conditions recorded in agreements in writing therein.

Announcement of Sale:The Vendor has formulated a scheme and announced sale of Units to prospective purchasers (**Transferees**).

Application and Allotment to Purchaser:The Purchaser(s) herein has/have by his/her/its/their Application dated 26/03/2017 applied for allotment of the Designated Unit under consideration and the appurtenances in the said Housing Complex.The Purchaser upon his/her/its/their full satisfaction of the Vendor title and authority to sell, applied for purchase of the said Flat and appurtenances and the Vendor / Developer has allotted the same to the Purchaser, who in due course entered into this agreement on this day

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Supriya Patra
Usashi Realstates Pvt. Ltd.

of signing of this presents, for purchase of the Said Flat And Appurtenances, on the terms and conditions contained herein.

Construction of Said Building:The Vendor along with the Contractor has initiated the construction of the Said Building.

Acceptance of Conditions Precedent: Notwithstanding anything contained in this presents, the Purchaser confirms that the Purchaser has accepted and agreed that the following are and shall be the conditions precedent to this presents:

Understanding of Scheme by Purchaser:The Purchaser undertakes and covenants that he/her/its/ their has/have understood and accepted the under mentioned scheme of development:

(a) **Development of Said Premises, Said Complex named and styled as KING TOWN NEW TOWN and its adjoining other housing projects by the vendor herein:**The Vendor intends to develop the entirety of the said premises, the said complex and the other adjoining Projects in due course and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

(b) **Extent of Rights:**The rights of the Purchaser is limited to the ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space (if any) (4) in the common portions (5) the share in said club and (6) the User Rights in the specified facilities and the Purchaser hereby accepts the same and shall not under any circumstances raise any claim of ownership on any of the Specified Facilities.

(d) **Common Portions Subject to Change:**The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Vendor, to accommodate its future plans regarding the Said Housing Project and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.

(e) **Only User Rights in Specified Facilities:**The Purchaser shall only have User Right in the Specified Facilities and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.

(f) **No Land Share in Specified Facilities:**The Specified Facilities which are located in the Said Premises shall always be deemed to be excluded from the area of the Land Share which is being transferred to the Purchaser and shall not under any circumstances extend to and include such part. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

(g) **Location of Specified Facilities:**The Specified Facilities may either be located within the Said Premises or may be located in other portions of the project area and/or may be part of the other adjoining projects. If some of the Specified Facilities are located in other portions of the Housing project and/or are part of the other adjacent projects, then and in such event such part on which the Specified Facilities are located shall be deemed to be the extended area of the project.

Satisfaction of Purchaser:The Purchaser undertakesto the Vendor that the Purchaser is completely acquainted with, fully aware of and is thoroughly satisfied about the title of the Vendor, right and entitlement to develop the Said Premises, the Sanctioned Plans, all the background papers, the right of the Vendor to grant this presents, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser and the negative covenant mentioned above and/or the Said Agreement and/or elsewhere in this presents and the Purchaser hereby accepts the same and shall not raise any objection with regard thereto.

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[Handwritten Signature]

Rights Confined to Said Flat And Appurtenances: The Purchaser undertakes to the Vendor that the right, title and interest of the Purchaser is confined only to the Said Flat And Appurtenances and the Vendor is entitled to deal with and dispose off all other portions of the Said Building, the Said Premises and the Said Complex to third parties at the sole discretion of the Vendor, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

Extension/Addition of Said Complex and other adjoining projects: The Purchaser undertakes to the Vendor that notwithstanding anything contained in this presents, the Purchaser has no objection and shall under no circumstances have any objection to the Vendor (1) integrating / adding (notionally or actually) the Said Complex/ Other adjoining projects to the Said Premises and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying and realigning the extent, area, layout and location of the Said Building /the Said Premises including the Common Portions and the Specified Facilities, (3) modifying the Sanctioned Plans, as may be necessary in this regard, (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (5) granting all User Rights over the Specified Facilities to the Transferees of the Said Complex and the Other Co -owners. It is clearly understood by the Purchaser that the Purchaser shall not have any right to erect any wall/boundary wall in the Said Premises and/or the Said Complex and/or the other adjoining projects.

Undertaking of Purchaser: The Purchaser further undertakes that in consideration of the Vendor conveying the Said Flat and Appurtenances to the Purchaser, the Purchaser has accepted the above conditions and has granted and shall be deemed to have granted to the Vendor and other Co -owners, and all Successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Premises with right to connect the same to the Said Complex/Other adjoining projects integrated/added to the Said Premises.

Land Share: The Land Share being transferred to the Purchaser shall only extend to the land underneath the Said Building in which the said flat or the bungalow is situated and not under any circumstances extends to and include any other part or portion of the Said Premises. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard. The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Premises, as is attributable and appurtenant to the Said Flat. The said land share shall in conjoint with other Co -owners of the housing project.

DEFINITIONS:

Unless, in this Agreement, there is something contrary or repugnant to the subject or context:

Said share in the land: shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;

Share in Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building, as be attributable and appurtenant to the Said Flat, the said common areas, amenities and facilities being described in the **Schedule** , below be collectively called and referred to as **Common Portions:** The said share shall in conjoint with other Co -owners of the Housing Project.

Share In Said Club: Undivided, impartible, proportionate and variable share and/or interest in the social and recreational club comprising of Hi-Tech gymnasium, Ladies Adda zone & Senior Citizen Adda zone, Jogging track, Meditation-centre & Yoga lounge, Wi-Fi zone, Festival Podium, Exclusively designed swimming pool with Deck, Indoor Game Room with table tennis, carom board, Chess & Dart, Barbeque Zone, Central Green, Guest house for friends & family, Children's playground/kids corner & crèche and Banquet Hall (referred as

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Subhash Chandra

Usashi Realstates Pvt. Ltd.

Said Club), as be attributable and appurtenant to the Said Flat (**Share in Said Club**). It is clarified that (1) the Developer shall have the absolute right to modify the area, amenities and facilities of the Said Club (2) the Said Club is/shall be Co -owned by, be available to and enjoyed in common with the Co -owners of the Said Complex and by Co -owners of the projects which have already been constructed by the Developer and/or being constructed by its allied companies, and which may in future be undertaken by the Developer/Vendor and/or its allied companies and the Said Club may be located outside the Said Complex and may also be partly located within the Said Complex and as per the demand of the situation may be.

User Rights in Specified Facilities: Conditional right, only of user and enjoyment on certain amenities and facilities such as arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/Panchayat/P.W.D., domestic and fire water reservoirs, deep or shallow tubewell, rain water harvesting system (if any), sewage treatment plant, 24 hour water supply arrangement, central water reservoirs/tanks of the said Complex (if any), central water supply pipeline in the Said Complex, water pump/sand motor/s for central water supply arrangement, water filtration plant, wiring, fittings and accessories for lighting of common areas of the Said Complex (except the Said Building), installation for receiving and distributing electricity from supply agency, power backup generators for common electrical installation and Units (at extra cost), state-of-the-art fire fighting system in the Said Complex etc. (collectively **Specified Facilities**). It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with the co-owners of the Said Complex and the other project Co -owners.

Added Area shall mean and include any land or landed properties adjacent to or adjoining the said Housing Project or any part thereof that may from time to time be linked with the said.

Appurtenances shall mean the appurtenances to the Designated Unit mentioned hereunder written being the said share in the land;

Association shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes;

Building Plans/Sanctioned Plans shall mean and include the plans, sketches, drawings for purpose of construction of (G+4) storied residential building being sanctioned by the concerned authorities and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Vendor with the approval of the Architects and/or the concerned authorities; including all sanctioned / permissible vertical / horizontal extensions and modifications made thereto, if any, from time to time.

Common Areas and Installations shall according to the context mean and include the areas, installations and facilities at the Housing Complex of the said Premises hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Purchaser(s) in common with the Vendor and other persons permitted by the Vendor and save and expect the same, no other part or portion of the said Housing Complex or any of the Bungalows and/or Buildings or the said Premises shall be claimed to be part of the Common Areas and Installations by the Purchaser(s) either independently or jointly with any other Co-owner/s;

Common Expenses shall mean and include all expenses for the Common Purposes hereunder written;

Common Purposes shall mean and include the purposes of managing maintaining and up-keeping the said premises and the said housing complex or the bungalows and buildings and in particular the common areas and installations, rendition of common services in common to the Co -owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co -owners and relating to their mutual rights and

obligations for the beneficial use and enjoyment of their respective Flat/Unit/Bungalow exclusively and the Common Areas and Installations in common;

Co-owners shall mean all the Purchaser(s) who from time to time have purchased and/or agreed to purchase any Flat/Unit/Bungalow/ Car Parking Space and taken possession of such Flat/Unit/Bungalow/ Car Parking Space including the Vendor for those units not alienated or agreed to be alienated by the Vendor/the Developer;

Designated Block shall mean the Building/Bungalow agreed to be purchased by the Purchaser(s) is situated.

Designated Unit/Bungalow shall mean the Unit/Bungalow described hereunder written;

Maintenance-In-Charge: M/s. Usashi Realstates Pvt. Ltd. shall be regarded as maintenance in charge, collector of maintenance fees etc. until and upon formation of the Association and its taking charge of the acts relating to the common purposes.

Purchaser(s) shall mean one or more Purchaser(s) named above and include:-

- (i) In case of an individual, his/her/their heirs executors administrators legal representatives and/or assigns;
- (ii) In case of a Hindu Undivided Family, its members for the time being their respective heirs, executors, administrators, representatives and/or assigns;
- (iii) In case of a Partnership Firm, it's Partners for the time being, their respective heirs, executors, administrators, representatives and/or assigns;
- (iv) In case of a Company, its successors or successors-in-office and/or assigns;
- (v) In case not falling within any of the above categories, the constituent of the Purchaser(s) as its nature and character permits and their heirs, representatives or successors as the case may be and/or assigns;

Said Premises:

The said premises shall mean and include lands and/or land to be purchased by the Vendor. The Vendor herein has already seized and possessed various plots of land for the purpose of its housing projects named and styled as "KING TOWN NEW TOWN" **ALL THAT** piece or parcel of land measuring about 1150(Proposed) decimals laying and situated at Mouza - Jirangacha, J.L. No.25, Pargana - Balandia, Touzi Nos.586,comprised in R.S. / L.R. Dag Nos :46,45,47,49,43,44,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99,100,101,102,103,104,105,106,107,108,109,110,111,112,113,114,115,116,117,118,119,120,121,122,123 appertaining to various Khatian under the Police Station of Kassipore (formerly Bhangar) within the limits of Bhagabanpur Gram Panchayet, Dist: 24 PGS (S) are being acquired / purchased (which are adjacent to the already purchased lands for the aforesaid Housing Projects) and in accordance to its plan for the said Housing Project. The said lands are free from all encumbrances whatsoever. The vendor herein have already started construction work at the said premises named and styled as "**KING TOWN NEW TOWN**"

Units: shall mean the independent and self-contained Flat/Unit/Bungalow/Car Parking Space and other constructed spaces in the Housing Complex at the said Premises capable of the being exclusively held or occupied by a person;

Vendor/Developer: shall mean the above named M/s. Usashi Realstates Pvt. Ltd.and include its successors or successors-in-office and/or assigns.

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

PAYMENTS BY THE PURCHASER(S):

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Usashi Realstates Pvt. Ltd.

(a) **Consideration:** The consideration for sale of the Designated Unit and its appurtenances shall be the sum mentioned in the **Seventh Schedule** hereunder written calculated in the manner mentioned therein.

(b) **Extras:** The Purchaser(s) shall, in addition to the consideration mentioned herein, pay to the Vendor the non refundable amounts on accounts envisaged and mentioned in the **Sixth Schedule** hereunder written.

(c) **Deposits:** The Purchaser(s) shall also pay and deposit / keep deposited with the Vendor the amounts on accounts mentioned in the **Sixth Schedule** hereunder written to be retained by the Vendor as interest free security deposits until it's transfer in terms hereof. In the event of any default by the Purchaser(s) in making payment of the any outgoing or taxes in respect of the Designated Unit, the Vendor shall be at liberty to pay/adjust the amounts under default out of the said deposit. Immediately upon any such payment/adjustment the Purchaser(s) shall make up for such amount by making fresh deposit of such amount along with interest thereon in terms hereof. Any such payment / adjustment by the Vendor shall be without prejudice to the other rights and remedies of the Vendor hereunder.

(d) The Consideration shall be paid by the Purchaser(s) to the Vendor as per the Payment Plan as mentioned the **Eighth Schedule** written hereunder. The payment of any instalment mentioned in the Payment Plan shall be made by the Purchaser(s) within **15(Fifteen) days** of receiving of notice from the Vendor demanding the same. Unless otherwise expressly mentioned herein, all Extras and Deposits shall be paid by the Purchaser(s) to the Vendor within **20(Twenty) days** of receiving the Notice for Possession and or before taking possession of the Designated Unit. In case as on the date of the Vendor issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Vendor shall be entitle to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Vendor to claim any Extra or Deposit at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Vendor deliver the possession of the Designated Unit without receiving the same and the Purchaser(s) shall be liable to pay all such amounts within **15(Fifteen) days** of receiving a Notice from the Vendor in this behalf.

(e) The Vendor hereby expressly notify the Purchaser(s) that until any instruction to the contrary given by the Vendor to the Purchaser(s), in writing, the Purchaser(s) shall make payment of the consideration, Extras and Deposits and all other amounts payable to the Vendor hereunder, to **M/s. UsashiRealstates Pvt. Ltd.** and any receipt given by the said **M/s. UsashiRealstates Pvt. Ltd.** shall be binding herein.

(f) Time for payment of all or any amounts by the Purchaser(s) hereunder shall be as of essence to the contract.

(g) In such an event the Company is also entitle to re-allot and re-sell the apartment/unit and the undivided share of the land to any person and on such terms and conditions as the Company deems, fit and Re-pay the balance amount if any within 12 weeks from the date of Re-sell.

(h) The validity of this presents shall be subjected to receipt of all the payments made by the Purchaser to the Vendor/ Developer under this presents and to the realization/ encashment of the cheques issued by the purchaser in favour of the Vendor/ Developer. If any cheque issued by the Purchaser in favour of the Vendor/ Developer under this presents and the same fails to be honored or returned due to insufficient fund then this presents may be treated as terminated at the sole option of the Vendor/ Developer and the Purchaser shall not be entitled to raise any objection in this regard

DEFAULTS:

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Sudhaya Patra
Usashi Realstates Pvt. Ltd.

AUTHORIZED SIGNATURE
Sushil Kumar Patra
Ukashil Real Estates Pvt. Ltd.

(a) In case the Purchaser(s) commit/s default in making payment of the consideration, extras and/or deposits or any installment/part thereof within time or commit/s any breach of the terms and conditions herein contained, then or in any of such events, the Vendor shall give a notice to the Purchaser(s) to pay the amounts under default or to rectify the breach. In case the Purchaser(s) fail/s and/or neglect/s to make the payment of the said amounts under default with applicable interest or to rectify the breach complained of within a period of 15 day from the date of the receipt of the notice, this Agreement may, unilaterally at the option and discretion of the Vendor may be terminated and rescinded. In the event of such termination and rescission the rights and claims, if any, of the Purchaser(s) against the Vendor, concerning the Designated Unit and/or any appurtenances shall stand extinguished without any right of the Purchaser(s) hereunder. The said termination shall be done at the sole discretion of the Vendor and the Purchaser shall not raise any objection in any manner or manner. In that event, the Vendor shall be entitled to forfeit a sum equivalent to 1 (one) % of the total sale consideration as pre-determined compensation along with advocate's fees, Service Tax paid, from the amount received by the Vendor. The balance amount, if any, remaining with the Vendor out of the earnest money until then received by the Vendor from the Purchaser(s) shall become refundable by the Vendor to the Purchaser(s) without any interest thereon. In case, the earnest money until then received, by the Vendor is insufficient to cover the said Pre -determined compensation and liquidated damages, the sort fall shall be paid by the Purchaser(s) to the Vendor separately and within 7 days of the termination or recession of this Agreement by the Vendor.

(b) In case the Vendor condones the default of the Purchaser(s) then and in such event the Purchaser(s) shall, along with such dues and/or arrears, pay interest @8% per annum on all amounts remaining unpaid till that date.

(c) In case the Purchaser(s) complies/have complied his/her/its/their obligations strictly as per the provisions of payment hereunder and the Vendor fail/s to construct the Designated Unit within the stipulated period, then the Vendor shall be automatically allowed an extension of 6 (six) months. If the Vendor herein fails to construct the Designated Unit within the aforesaid time period due to obstruction or delay caused by Force Majeure, the Vendor herein shall be entitled to get a further extension of time/period for completion of the Designated Unit. The period of delay caused by Force Majeure shall be added to the time period required for completion of the Designated Unit. If the Vendor herein fails to construct the Designated Unit on or before expiry of the aforesaid time period and the extended period then and only in such event, the Vendor would be liable to pay to the Purchaser/s @ 8 % per annum (SI) on the total sum paid till date by the Purchaser to the Vendor for the aforesaid Designated Unit. Such payment shall be subjected to the condition that the Purchaser/s herein had made all payments on time without any delay and strictly in accordance to the payment schedule hereinafter.

(d) In the event of cancellation or withdrawal of applications(s) by the Purchaser(s) on or after the execution of this Agreement for Sale, then the Purchaser(s) will be liable to pay charge @15% of the total amount received by the Developer. The balance amount shall be refunded to the Purchaser(s) within 4 (four) months from the date of cancellation by the Purchaser(s) herein.

(e) In case the Purchaser(s) decide/s to cancel the allotment on or before the execution of this Agreement for Sale, then forfeiture shall be @30% of the total amount received by the Vendor. The balance amount shall be refunded to the Purchaser(s) on or after 4 (four) months from the date of cancellation by the purchaser(s) herein.

(f) In case if the Purchaser(s) fail/s or neglect/s to execute this Agreement for Sale within prescribed period as specified or if the delay default in payment continues in excess of a period of 3 (three) months from the date of its schedule payment, then the Vendor shall be entitled at its sole discretion /option to cancel this Agreement for Sale and forfeit and/or recover 1% of the total Sale Value and along with interest for the delay period in making the payment calculated at 18% per annum compounded monthly.

(g) Nothing contained herein shall affect or prejudice the right of either Party to sue the other for Specific Performance of the contract and/or damages for any default of the other Party.

CONSTRUCTION AND DELIVERY:

(a) The sale of the Designated Unit shall be as a finished Flat/Bungalow constructed and completed by the Vendor / Contractor in the manner and to the extent mentioned in this Agreement. The delivery of the said unit shall be made on or after the payment of the full and final consideration sum along with all other amounts in full, by the Purchaser(s) to the Vendor in terms hereof, all rights, title, possession and interest in the Designated Unit shall remain vested with the Vendor till then.

(b) The Vendor shall, subject to force majeure, construct the Designated Unit in accordance within the Specifications mentioned in **PART- II** of the **Third Schedule** hereunder written within the period mentioned in **PART- III** of the **Third Schedule** hereunder written.

(c) **Notice of Possession:** Upon construction of the Designated Unit as per the said Specifications, the Vendor shall issue a Notice for possession to the Purchaser(s) asking the Purchaser(s) to take possession of the Designated Unit and within **15(Fifteen) days** of the Vendor issuing the Notice for Possession, the Purchaser(s) shall take possession of the Designated Unit on or after making payment of the entire consideration and the extras and deposits.

(d) Before issuing the Notice for Possession, the Vendor shall provide temporary or permanent connection of water, electricity, sewerage and drainage in or for the Designated Unit. The Designated Unit shall be complete with all fixtures and fittings thereto before issuing such notice save and except the Common Areas and Installations. Any unfinished work pertaining to the Designated Block and/or the Common Areas and Installations relevant to the Designated Block and/or the Designated Unit shall be completed by the Vendor within a reasonable time from the delivery of possession of the Designated Unit to the Purchaser(s).

(e) In case the Purchaser(s) fail/s to take possession of the Designated Unit within **30(Thirty) days** from the date of issuing the Notice for Possession, the Purchaser(s) shall be liable to pay a Pre -determined compensation to the Vendor by way of holding charges calculated @ **Rs.50 /-per Sq.ft.** per month of the total covered area in respect of the said Unit/Bungalow. This shall be without prejudice to the other rights, remedies and claims of the Vendor and the other obligations and liabilities of the Purchaser(s) hereunder.

(f) The sale of the Designated Unit shall be together with the fittings and fixtures affixed thereto by the Vendor as per the agreed Specifications.

(g) The Vendor shall comply with the Building Plans save and except with such sanctionable modifications or alterations therein as may be deemed fit and proper or necessary by the Architect or as per the direction of the concerned authorities.

(h) The construction of the Housing Complex comprised of several Bungalows and Buildings shall be commenced and completed by the Vendor in Phases. The Purchaser(s) shall not make any claim or dispute against the Vendor in case the Vendor postpone, delay or abandon the construction of any other phases or building or part thereof at the said Premises.

(i) The Purchaser(s) shall not in any manner cause any objection, obstruction, interference, impediment, hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of the Housing Complex or any part thereof by the Vendor due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his/her/its/their using and enjoying the Designated Unit and/or the common Areas and Installations).

Further Construction

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Sushant Patra
UASHTP, Patna

Roof Rights: A demarcated portion of the top roof of the Said Building shall be accessible by all residents of the Said Building hereinafter referred as **Common Roof**. All common installations such as water tank and lift machine room shall be situated in this portion of the Roof and the remaining area of the top roof of the Said Building shall remain in exclusive possession of the Vendor. The entire Roof Right shall remain vested in favour of the Vendor & it reserves the exclusive right to transfer/sale/lease/rent as deemed fit and proper. The Purchaser specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Vendor shall always have the Vendor right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction ultimate roof shall again be treated as Common Roof for common use of all residents of the Said Building.

COMPLETION OF SALE:

(a) The sale of the Designated Unit and its appurtenances shall be completed by executing & registration of Deed of Conveyance by the Vendor in respect thereof simultaneously with the Purchaser(s) taking possession of the Designated Unit. In case of the Purchaser(s) committing any delay or default in getting the Deed of Conveyance executed and registered, the Purchaser(s) shall be liable for all liabilities and consequences arising thereby.

(b) The Deed of conveyance and documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc. as be drawn by the Advocate appointed by the Vendor.

NOMINATION/TRANSFER BY THE PURCHASER(S):

(a) The Purchaser(s) may, with the prior consent in writing of the Vendor and against payment in advance, to the Vendor, a sum equivalent to 1 (one)% of the total consideration payable by the Purchaser(s) to the Vendor hereunder, get the name(s) of his/her/its/their nominee substituted in his/her/its/their place and stead in the records of the Vendor as the Purchaser(s) of the Designated Unit. Any such nomination or transfer shall be at the sole risk and cost of the Purchaser(s) and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall thenceforth be observed, fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser(s) or his/her/its/their nominee. The change of nomination shall be executed and effective on or after expiry of the locking period. The Vendor shall charge @Rs. 50/- per Sq.ft. plus applicable GST (if any) for execution of the fresh agreement with the said nominee.

(b) The Purchaser(s) do hereby agreed that he/she/they will not be entitled to make any change of name against the allocation of the Designated Unit under this Agreement for Sale within 1 (one) year from the date of execution of the same in any manner whatsoever. However the Purchaser/s herein will be entitled to make any change of name in favour of his nominee on or after expiry of 1 (one) year from the date of this Agreement for Sale, and this said stipulated time will be treated as a **locking period**.

(c) The Purchaser(s) shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges, outgoings, dues payable by the Purchaser(s) to the Vendor in respect of the Designated Unit are fully paid up and a no dues certificate is obtained by the Purchaser(s) from the Vendor.

AREA CALCULATION AND VARIATIONS:

(a) The covered area of the Designated Unit includes proportionate share of Ground Floor, pathway for ingress & egress and total floor lobby, entire stair lobby, lift area, meter room, stair, lift, common roof of the Designated Unit including the area of external or internal walls, columns, pillars shall be as mentioned in **PART I** of the **Second Schedule** hereunder written.

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(b) The Purchaser(s) has/have verified and satisfied himself/herself/itself/themselves fully from the Building Plans about the covered area and common covered area of the Designated Unit thereof mentioned herein and has accepted the same fully and in all manner including for the purposes of payment of the consideration and other amounts, respectively hereunder. The Purchaser(s) has/have agreed to pay the consideration amount payable by the Purchaser(s) hereunder upon having fully satisfied himself/herself/itself/themselves about the covered area and common covered area to comprise in the Designated Unit mentioned in **PART I** of the **Second Schedule** hereunder written and unless the super built-up area is upon completion of construction found to be less than the respective areas thereof mentioned in this Agreement, in that case the Vendor may refund the reasonable amount reckoning the area that has been reduced and similarly, if upon construction of the Designated Unit there is any increase in the area of or relating to the Designated Unit then the consideration and other amounts payable by the Purchaser(s) will be increased on or pro-rata basis. The Certificate of the Architect appointed by the Vendor as regards the area of the Designated Unit and/or of the area of the Common Areas and Installations shall be final and binding on the Parties.

(c) The Vendor shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Designated Unit or external facades or location of the facilities and amenities of the said Housing Complex.

MAINTENANCE-IN-CHARGE AND ASSOCIATION:

(a) Until the period mentioned in clause (b) hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of **M/s. UsashiRealstates Pvt. Ltd.** who shall be Maintenance-In-Charge. The said **M/s. UsashiRealstates Pvt. Ltd.** may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes subject to adherence of the rules and regulations and payment of the maintenance charges and other outgoings in terms hereof by the Purchaser(s) and the other Co-owners. The Purchaser(s) shall, if so required by the Vendor/ the Developer, enter upon separate maintenance related agreement with them or the Maintenance Agency appointed by it.

(b) Within one year from the delivery of the possession of 80% of the Units in the building and/or Housing Complex or earlier if so decided by the Vendor, the Flat/ Apartment Owners Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser(s) hereby agree/s and undertake/s that it shall be bound to become a member of such Association and Co - operate with the Vendor fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to formation of the Association and abide by all its rules and regulations.

(c) On or before the formal formation of the Apartments Owners association, the Vendor herein being Maintenance-In-Charge shall be the final authority in respect of the maintenance work and all provisions, rules and regulations of the West Bengal Apartment Ownership Act, 1972 shall be applicable upon the Purchaser(s) and the Vendor herein being Maintenance - In-Charge shall claim relief and remedies as prescribed in the said act.

(d) In case due to any reason, the Vendor sends Notice in writing to the Purchaser(s) and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser(s) along with the other Co-owners shall immediately upon receiving such Notice shall act accordingly to form an Association/Society for the welfare of the Purchaser(s) and to take charge for the Common Purposes and the Vendor shall not be responsible and liable thereof.

(e) Upon formation of the Association, the Vendor shall handover and/or transfer to the Association, all rights, responsibilities, liabilities and obligations with regard to Common Purposes (save those expressly reserved by the Vendor hereunder or intended to be or so desired by the Vendor hereafter) whereupon only the Association shall be entitled thereto and

obliged thereof Provided that in case on the date of expiry of three months from the date of sending the Notice by the Vendor the Association is not formed by the Co-owners in terms of clause (c) hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/ transferred by the Vendor to all the Co-owners for the time being of the Housing Complex and thereupon only the Co-owners shall be entitled thereto and obliged thereof fully and in all manner. The Vendor shall also transfer to the Association or the Co-owners, as the case may be, the deposits made by the Purchaser(s) to the Vendor in terms hereof, after adjustment of its dues, if any and shall thenceforth be held by the Association/Co-owners in the relevant accounts.

(f) The rules and regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Housing Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor/the Developer, hereunder reserved and/or belonging to the Vendor and also those that the Vendor may hereafter reserve.

VENDOR EXCLUSIVE AREAS AND ENTITLEMENTS:

Notwithstanding anything to the contrary elsewhere herein contained or contained in the Schedules hereto, it is expressly agreed and understood by and between the parties hereto as follows:-

(a) Upon construction of the Bungalows and Buildings in Phases the Vendor shall identify and demarcated portions of the ground level at the said Premises as driveway, pathway and passage for common use. Save and except the portion so identified to be driveway, pathway and passage for common use and save and except those expressed or intended to form part of the Common Areas and Installations, all open and covered space at the ground level at the said Premises shall be the exclusive property of the Vendor and the Vendor shall have the full and free right to make additions, alterations, constructions and/or Re -constructions in any open space at the Housing Complex not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for any purposes at such consideration and in such manner and on such terms and conditions as the Vendor shall, in its absolute discretion, think fit and proper.

(c) The Vendor shall be entitled to link the said Premises with Added Areas i.e. lands or landed properties adjacent and/or adjoining to the said Premises whether acquiring (in its name and/or in the name of any group company/associate/sister concern/nominee) the same and/or entering upon any negotiation or contract with the Owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc. with the Added Area as the Vendor may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Vendor shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the said Premises with the Added Areas:-

(i) to amalgamate or merge the Added Areas or any part thereof with the said Premises and/or the Housing Complex in such manner and to such extent as be deemed fit and proper by the Vendor;

(ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said Premises for any sanction, construction, use and enjoyment of the Added Areas or any constructions and developments thereon;

(iii) to cause or allow Building Plans for construction at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Premises;

(iv) to utilize any additional constructed area that may be allowed or sanctioned in the said Premises and/or the New Building or Housing Complex thereon (by way of additional floor, additional building or otherwise) owing to any link with the Added Areas;

(v) to combine and/or connect the said Premises and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Building Complex and the Added Areas in such manner and to such extent as the Vendor may deem fit and proper.

(d) The Vendor may suitably inform at appropriate time by General Notice or any Specific Notice to the Purchaser(s) about any modifications and/or alterations in the terms and conditions of this Agreement or owing to any linkage with any Additional Area and so long as the location or area of the said Unit is not changed, the Purchaser(s) shall not object thereto or raise any claim in respect thereof Provided That in case the location or area of the said Unit also gets affected due to such linkage, the Parties shall mutually discuss and finalize the consequence thereof and falling such agreement, either party shall be entitled to terminate this Agreement and the Vendor shall upon such termination refund the earnest money until then paid by the Purchaser(s) to the Vendor/the Developer.

(e) In case of any construction, any additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser(s) either individually or jointly with any Co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser(s) hereunder not to claim any amount or consideration from the Vendor on account thereof.

(f) The Vendor shall also be entitled to put or allow anyone to put Neon - Sign, Hoardings, Sign - Boards or any other installation on the Roof of the Designated Block or any part thereof at such consideration, rent, hiring charges etc. and on such terms and conditions as the Vendor in its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted reserved unto the Vendor. However such display of Neon - Sign, Hoardings, Sign Boards or any other installation shall not be in such manner that would in any manner obstruct natural light and air to the Designated Unit.

(g) For or relating to any such constructions, additions or alterations, the Vendor shall, with the approval of the Architect and the concerned authorities (if so required), have the right to do all acts, deeds and things and make the alterations and connections and to connect all existing utilities and facilities available at the said Premises viz. lift, generator, water, electricity, sewerage, drainage etc. thereto as be deemed to be expedient to make such area and construction tenantable.

(h) The Vendor shall be at liberty to cause to change the nature of use in respect of any Unit or Units (other than the Designated Unit), Parking Space or other areas/spaces to any user as the Vendor shall deem fit and proper.

(i) The Purchaser(s) do hereby consent and confirm that the Vendor shall be at liberty to have the Building Plans changed, obtain fresh approval of the building plan, modify and/or alter construction, reconstruction, addition and/or alteration of or to the Housing Complex or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any Unit other than the Designated Unit, provided that in case by such modification, alteration and/or sanction the location or build-up area of the Designated Unit is likely to be affected, then the Vendor shall take a consent from the Purchaser(s) for such modification, alteration and/or sanction.

(j) The Purchaser(s) do hereby agree, acknowledge and consent to the right, title and interest excepted and reserved upon the Vendor under clause 10 and its sub clauses hereinabove and to all the provisions and stipulations contained therein. The Purchaser also

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Usa & Associates Pvt. Ltd.

undertake/s and covenant/s not to raise any dispute, objection, hindrance, obstruction or claim with regard to the same or cause to be done such act, deeds or thing in connection therewith deriving the Vendor of its title or authority to sign, deliver, execute agreements, supplementary agreements, consents and other documents as may be required by the Vendor and do all acts deeds and things as may be required by the Vendor to more fully effectuate and implement the right, title and interest of the Vendor/the Developer.

11. **PURCHASER(S) FURTHER ACKNOWLEDGE/S, COVENANT/S AND ASSURE/S:**

(a) Before the date of execution hereof, the Purchaser(s) has/ have independently examined and got himself/herself/itself/themselves fully satisfied about the title of the Vendor to the said Premises and the Designated Unit and accepted the same and agree/s and covenant/s not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser(s) has/ have also inspected the Building Plans in respect of New Building(s) and the location and area of the Designated Unit and agree/s and covenant/s not to raise any objection with regard thereto.

(b) The Purchaser(s) individually or along with the other Co-owners will not require to contribute towards proportionate share of the Common Expenses in respect of the Units or Parking Spaces or other portions which are not alienated or agreed to be alienated by the Vendor for a period of one year from the date of completion of the entire Building.

(c) That the Purchaser(s) will not be entitled to changes any exterior position of his/her/its/their flats /units any manner whatsoever without consent of the Vendor herein and /or the Concerned authority.

12. **FORCE MAJEURE:**

The period for construction or delivery of possession of the Designated Unit by the Vendor to the Purchaser(s) and the compliance of all other obligation by the Vendor shall always be subject to the fact that the Vendor is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Vendor or due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO. The Vendor shall strive to its best to deliver possession of the designated unit as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the Vendor, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Vendor herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the Vendor's/the Developer's control.

13. **MISCELLANEOUS:**

(a) The Vendor shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institutions for construction of the said Housing Complex or any part thereof by way of mortgage or charge of or otherwise creating a lien on the said Premises or any part or share thereof and/or any Flat/Unit in the Building at the said Premises in addition thereto and/or in substitution thereof provided however that any such mortgage, charge or lien, if it relates to the Designated Unit shall be redeemed by the Vendor by way of repayment of the loan prior to the execution of Deed of Conveyance by the Vendor in favour of the Purchaser(s) in terms hereof.

(b) The Purchaser(s) proportionate undivided share in the land of the plinth of Designated Block shall be the proportion in which the built-up area of Designated Unit may bear to the built-up area of all Units in the Designated Block. The Purchaser(s) proportionate share in

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other matters shall be proportion in which the built-up area of the Designated Unit may bear to the built-up area of all the Units in the Building. It is clarified that while determining the proportionate share of the Purchaser(s) in the various matters referred herein, the decision of the Vendor on any variations shall be binding on the Purchaser(s).

(c) The Purchaser(s) agree/s to register this Agreement and to bear and pay all stamp duty, registration fee and allied expense in connection therewith and the Vendor hereby agrees to be available for registration of the same.

(d) The Purchaser(s) shall be and remain responsible for and to indemnify the Vendor and the Association against all damages, costs, claims, demands and proceedings occasioned to the said Premises or any other part of the New Building or to any person due to negligence or any act, deed or thing made done or occasioned by the Purchaser(s) and shall also indemnify the Vendor against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendor or any of them as a result of any act omission or negligence of the Purchaser(s) or the servants, agents, licensees or invitees of the Purchaser(s) and/or any breach or Non-observance, Non - fulfillment or Non - performance of the terms and conditions hereof to be observed, fulfilled and performed by the Purchaser(s).

(e) Any delay or indulgence by the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as waiver of any breach or Non-compliance by the Purchaser(s) nor shall the same in any way or manner prejudice the rights of the Vendor.

(f) The nominated Advocate of the Vendor herein will prepare all documents like as Agreement for Sale, Deed of Conveyance or any other Deeds in respect of the said Designated Unit and the Purchaser(s) will be responsible to pay the fees of the said Advocate as and when demanded by the Vendor before execution and/or registration of the said documentations.

(g) This Agreement is in written format and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both Parties. The Purchaser(s) acknowledge/s upon signing of this Agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendor or its agents, servants or employees other than what is specifically set forth herein.

(h) So far as specific allotment of Flat or Bungalow is concerned, the Vendor shall have the right to enter into Supplementary Agreement with a view to total clarity/transparency and the Purchaser(s) in that case shall have to enter into the said Supplementary Agreement without raising any objection or disputes and it is mentioned herewith that the Vendor will be liable to mark the respective Flat Number after sanctioned of the building Plan/Plans.

(i) On default of payment within the stipulated time under this Agreement for Sale the Vendor herein always be empowered to allocate the Flat in any other location within the said Housing Complex and in that event the Purchaser(s) shall have no right to claim actual location of his/her/their Flat.

14. ADJUDICATION OF DISPUTES:

If any disputes and differences arise by and between the Parties hereto in any way relating to or connected with the Designated Unit and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the Vendor. It is agreed by and between the Parties hereto that the said Sole Arbitrator shall have the power to pass and give both interim order and award and/or award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the Parties which shall be final and binding on the Parties hereto. The Arbitration shall otherwise be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time and the Arbitration shall be held at Kolkata only.

15. **NOTICE:**

Unless otherwise expressly mentioned herein all Notices shall be served to the Parties by hand or sent by registered post or speed post with acknowledgement due to at the address of the other Party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address of return of the cover sent by registered post without the same being served. The intending Purchaser/s shall get his/her/its/theirs complete address registered with the Developer/ Vendor at the time of executing this Agreement and it shall be his/her/its/theirs responsibility to inform the Developer in writing about all subsequent changes.

16. **JURISDICTION:**

Only the Civil Courts within the Ordinary Original Civil Jurisdiction of the High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the Parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

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SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PREMISES)

The Said Premises shall mean, refer and include land and /or land to be purchased by the Vendor for its housing projects named and styled as "KING TOWN-NEW TOWN". The Vendor herein has already seized and possessed various plots of land for the purpose of its said Housing Project named and styled as "KING TOWN NEW TOWN" being **ALL THAT** piece or parcel of land measuring about 1150 (Proposed) decimals laying and situated at Mouza - Jirangacha, J.L. No.25, Pargana - Balanda, Touzi Nos.586, comprised in R.S. / L.R. Dag Nos :46,45,47,49,43,44,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99,100,101,102,103,104,105,106,107,108,109,110,111,112,113,114,115,116,117,118,119,120,121,122,123 appertaining to various Khatian under the Police Station of Kassisore (formerly Bhangar) within the limits of Bhagabanpur Gram Panchayet, Dist: 24 PGS (S) are being acquired / purchased and in accordance to its plan for the said Housing Project. The vendor herein have already started construction work at the said premises named and styled as "**KING TOWN NEW TOWN**".

THE SECOND SCHEDULE ABOVE REFERRED TO:
(DESIGNATED UNIT)
(FLAT/BUNGALOW)

ALL THAT piece or parcel of one self-contained residential **2BHK** Flat having a total covered area of **522.74** more or less which includes proportionate share of the Ground Floor pathway (entry to the tower) and total floor lobby entire stair lobby, lift area, meter room, stair, lift covered at the roof, overhead tank consisting of **2(Two)** Bed Rooms, **1(One.)** Drawing cum Dining Space, **1(One)** Kitchen, **1(One)** Toilet, **1(One)** W.C., **2(Two)** Open Terraces, on the **2nd** Floor **South East** of the said proposed Building of the Housing Complex known as "**KING TOWN NEW TOWN**" together with the undivided importable proportionate share of the land underneath the said building including all other common service areas, amenities and facilities to be appended thereto in accordance with the Building Plan to be sanctioned hereafter from the competent Authority.

(APPURTENANCES)

SAID SHARE IN THE LAND: ALL THAT the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND INSTALLATIONS)**

A. Common Areas & Installations at the Designated Block:

- (i) Staircase, landings and passage and stair-cover on the ultimate roof.
- (ii) Concealed Electrical wiring and fittings and fixtures for lightening the staircase, common areas, lobby and landing for operating the lift of the Designated Block.
- (iii) One Lift with all machineries, accessories and equipment's (including the lift machine room) and lift well for installing the same in the Designated Block.
- (iv) Ultimate Roof of the Building subject to exceptions, reservations and rights of the Vendor herein.
- (v) One Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Flats/Units of the Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the units to drains and sewers common to the Building.

B. Common Areas & Installations at the Designated Premises:

- (i) Electrical installations and the accessories and wirings in respect of the Building and the space required therefore, if installed (and if installed then the extra costs as specified herein).
- (ii) Water pump with motor with water distribution pipes to the Overhead water tank of said Building.

**(SPECIFICATIONS AS REGARDS CONSTRUCTIONS OF AND FITTINGS AND
FIXTURES TO BE PROVIDED IN THE FLAT/UNIT)**

BRICK WORK:

200mm thick first class brick work in 1:6 cement sand mortar in external wall, 125mm thick Brick work in 1:4 cement sand mortar in flat partition wall and 75mm thick brick work 1:4 cement sand mortar with H.B. netting in internal walls.

PLASTERING:

20mm thick cement plaster (1:4) to external wall, 15 mm thick cement plaster (1:6) to internal wall and 10mm thick cement plaster (1:4) to ceiling, beam etc.

WALL FINISH & PAINTING:

External walls to be painted with weather coat paint. Inner walls including veranda shall be provided with POP in the wall and ceiling. The Staircase shall be provided with POP and finished with paint. Wall & Ceiling of car parking area will be finish white cement base paint.

FLOORING SKIRTING & DADO:

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2X2 VITRIFIED TILES WILL BE PROVIDED IN BED ROOMS, VERANDAH & Drawing cum Dining Hall. Staircases service space will be provided with marble chowka. Covered car parking area will be provided with neat cement. The Toilet floors area to be water tight and to be provided with non-skid tiles of reputed make.

KITCHEN:

Kitchen will be provided with 20" wide Black Granite lying over black Stone as counter. There will be 2 foot high glazed tile dado of standard make above cooking counter. One steel sink together with a tap above the sink and tap below the sink will be provided. Flooring will be with 12"x12" non-skid tiles.

TOILETS:

1 No. European style commode with PVC cistern and plastic seat cover, Basin with pillar cock overhead shower, 1 No.2 in 1 mixture, 1 no. Bib Cock near commode. All porcelain fittings will be of white in colour. Glaze tiles of standard make will be provided up to up to Door Top.

STAIRECASE:

Staircase will be provided with windows for ventilation. Grill Stair railing will be provided as per design of Architect with handle. Lift Facia will be made of tiles.

ELECTRICALS:

- a) Separate meters for each flat (Flat owners will pay meter installation charges and other expenses)
- b) All electrical wiring will copper wiring and concealed in PVC conduits.
- c) All switches will be of semi modular type switches.
- d) Bed room: 2 lights point, 1 nos. 5 amp 5 pin plug points, 1 fan point, 1 AC Point.
- e) Drawing and dining Hall: 2 light points fans point, 2 nos. 5 amp 5 pin plug points, 1 no. 15 amp plug, 1 no. cable point.
- f) Toilets: 1 nos. light points, 1 no. 15 amp 5 pin plug point, 1 no. exhaust fan point.
- g) Kitchen: 2 nos. light points, 2 no. 5 amp plug point, 1 no. 15 amp plug points.
- h) Verandah: 1 no. light point, 1 no. 5 amp plug point.
- i) Car parking Area- Adequate light point.
- j) Boundary wall: 1 no. light point at every 6m length of the Boundary wall.
- k) Roof: 4 nos. light points and 2 nos. 5 amp. Plug points will be provided.
- l) Conduit wirings with fireproof (Havels/Finolex) Wire of required diameter will be provided.
- m) N.C.B. will be provided as per requirements.
- n) Isolators/ main switches will be provided as per requirement.
- o) One calling bell point & light point at main door of each flat.

SANITARY PLUMBING:

All supply lines inside the flat will be concealed with CPVC Pipes, fittings.

UPVC Pipe will be used for outer water lines.

Outside soil, waste and rainwater line will be of PVC Pipe.

1 No. basin will be fitted at the dining area.

Septic tank will be constructed as per requirement.

ROOF:

Proper chemical treatment will be done over the roof surface for waterproofing which will be covered by IPS. The roof will be guarded on all sides with 3'-6" high parapet wall.

MAIN GATE:

Main Gate constructed of Hollow M.S. Sections and painted with synthetic enamel paint will be provided at the front part of the boundary wall as per design given by Architect/Engineer in charge.

DOORS:

- 1) Main Entrance Door: Teak pasting flush door with 3 No. hinges, 1 No. tower bolt, and wooden frame will be provided for main door.
- 2) Inside Doors: Flush door (31mm thick) with wooden primer paint and 1 nos. tower will be provided.
- 3) Toilet Doors: PVC Door with frame of standard make.

WINDOWS:

Sliding windows built of Anodized Rolled Aluminium Sections with Glass of 3mm thickness will be provided. Toilet windows will be provided with M.S top hanged windows with glass & guard bar.

M.S. GRILLS:

Grills will be provided on all the windows and painted with synthetic enamel paint.

LIFT:

Manual passenger lift of reputed brand with well interior of 4 person capacity to be provided as per requirement.

(PERIOD OF CONSTRUCTION OF UNIT)

The Designated Unit described in Schedule hereinabove written shall be constructed and completed within **10th December, 2020** and the possession of the Flat/Unit/Bungalows/Car Parking Space will be handed over within **40 (forty) months** from the date of execution of this Agreement for Sale along with major amenities subjected to force majeure .

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, water pump with motor, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Building and/or enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser(s) in common as aforesaid and the boundary walls of the Premises, compounds etc. The costs of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Designated Block and/or the Building so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipment's and installations comprised in the Common Areas and Installations (including lift, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the Association.

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5. **TAXES:** Panchayet and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the Designated Block against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(OUTGOINGS AND TAXES)

1. The Purchaser(s) bind himself/herself/itself/themselves and covenants to bear and pay and discharge the following expenses and outgoings:

(a) Panchayet rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit directly to the Bhagabanpur Gram Panchayet or any other concerned authority provided that so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Maintenance-In-Charge the proportionate share of all such rates and taxes assessed on the said Premises.

(b) All other taxes impositions levies, cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations where existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Designated Block or the said Premises and whether demanded from or payable by the Purchaser(s) or the Maintenance-In-Charge and the same shall be paid by the Purchaser(s) wholly in case the same relates to the Designated Unit and proportionately in case the same relates to the Building or the said Premises or any part thereof.

(c) Electricity charges for electricity consumed in or relating to the Designated Unit (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).

(d) Charges of water and other utilities consumed by the Purchaser(s) and/or attributable or relatable to the Designated Unit against demands made by the concerned authorities' and/or the Maintenance-In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit wholly and if in common with the other Co-owners proportionately to the Maintenance-In-Charge or the appropriate authorities as the case may be.

(e) Proportionate share of all Common Expenses (including those maintained in **Fourth Schedule** hereunder written) to the Maintenance-In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Maintenance Charges calculated @ **Rs. 1/- only per Sq.ft.** per month of the total covered area (own cover and common cover area) of the Designated Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration of the common services provided.

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Savitri Patra

Usashi Realstates Pvt. L.

(f) If any generator is installed in the building/in the Premises then proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser(s).

(g) Goods and Service Taxes, cess, and all other taxes, levy and imposition applicable at present or in future, in respect of any amounts and outgoings payable by the Purchaser(s) and also all penalty, surcharge, interest, cost, charges and expenses arising out of any delay, default or negligence on the part of the Purchaser(s) proportionately or wholly as the case may be.

2. All payments mentioned in this Agreement shall, in case the same be monthly payments, be made to the Maintenance-In-Charge within the 7th day of each and every month for which the same becomes due, failing of which the Purchaser herein shall bear and pay the compensation, penalty, demurrage and indemnify the Vendor and the Maintenance-In-Charge and all the other Co-owners for all losses, damages, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Purchaser(s) owing thereto.

3. The liability of the Purchaser(s) to pay the aforesaid outgoings and impositions shall initiate with effect from the date of delivery of possession of the Designated Unit by the Vendor to the Purchaser(s) or the 16th day from the date of the Vendor giving the Notice for possession to the Purchaser(s) in terms of clauses hereinabove, whichever be earlier.

4. It is expressly agreed and understood that so long the Vendor i.e. **M/s. Usashi Realstates Pvt. Ltd.** or its nominee be the Maintenance-In-Charge, the Purchaser(s) shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

(RULES AND REGULATIONS)

1. The Purchaser(s) bind/s himself/herself/itself/themselves and covenant/s:

(a) To use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Vendor first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser(s) shall not in any way restrict the Vendor to use or permit any other Unit or portion of the Designated Block to be used for Non-residential purposes.

(b) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Block save at the place as be approved or provided by the Maintenance-In-Charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his/her/its/their Flat/Unit. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or alter the size of any window as be provided in the Designated Unit.

(c) To apply for and obtain at his/her/its/their own costs separate assessment and mutation of the Designated Unit in the records of Bhagabanpur Gram Panchayet or concerned authority within **6 (six)** months from the date of possession.

(d) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Designated Block passing through the Designated Unit or the common areas for the purpose of making, changing or repairing the

concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units the Designated Block.

(e) To allow the Maintenance-In-Charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all responsible times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the Designated Unit within 7 (seven) days of giving a Notice in writing by the Maintenance-In-Charge to the Purchaser(s) thereabout.

(f) To keep the Designated Unit and partly walls, sewers, drainage, electricity, pipes, cables, wires and others connections fittings and installations, entrance and main entrance serving any other Unit in the Designated Block in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Designated Unit.

(g) Not to commit or permit to be committed any alterations or changes from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the said Building.

(h) To Co-operate with the Maintenance-In-Charge in the management, maintenance, control and administration of the said Building and other Common Purposes.

(i) Keep the common areas, open space, parking areas, paths, passages, staircase, lobby, landing etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited stored or thrown any goods, articles or things or any rubbish or refuse or waste therein or in the common Areas and Installations and the said Premises.

(j) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, the Bhagabanpur Gram Panchayet, West Bengal State Electricity Board or any other Electricity provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-wells, water, electricity, transformers, drainages and other installations and amenities at the said Housing Complex.

(k) Not to alter the outer elevation or facade of the Designated Block or any part thereof nor decorate or affix any neon-sign, sign board or other thing on the exterior of the Designated Unit or the Designated Block otherwise than in the manner agreed by the Maintenance-In-Charge in writing or in the manner as may be in which it was previously decorated.

2. In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment or deposits of the Maintenance Charges, Panchayet rates and taxes, Common Expenses or any other amounts payable by the Purchaser(s) under these presents and/or in observing and performing the covenants, terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay the Maintenance-In-Charge, interest at the rate of 1.5% .per month of all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-In-Charge, shall be entitled to:

(a) Disconnect the supply of electricity to the Designated Unit.

(b) Withhold and stop all other utilities and facilities (including lift, generator, water, etc.) to the Purchaser(s) and/or the Designated Unit.

(c) To deemed and directly realize and/or other amounts becoming payable to the Purchaser(s) by any Tenant or licensee or other occupant in respect of the Designated Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(EXTRAS AND DEPOSITS)
(EXTRAS)

1. The Purchaser(s) shall pay to the Vendor 1.5% (one point five percent) of the total Government prescribed Market Value towards the Advocate fees and/or legal charges of the Vendor/the Developer's Advocate for preparation of this Agreement for Sale and the Sale Deed to be executed in pursuance hereof (out of which 50% of the payment against legal charges will be paid at the time of execution of this Agreement for Sale and the rest of the payment will be paid at the time of registration of the Deed of Conveyance).

Legal Charges:-

Society Formation of Each Flat	Rs. 2,000/- extra
Legal Charges at the time of this Agreement for Sale	Rs. 1,000/- extra
Legal Charges at the time of Final Deed of Conveyance Registration	Rs. 1,000/- extra
Legal Charges for Registration	1.5% of the total Government prescribed Market Value

2. In addition to the abovementioned amounts, the Purchaser(s) shall also pay to the Vendor the following amounts:-

(a) In case the Purchaser(s) request/s any additions or alterations and/or change in the layout or specifications with regard to construction of the said Unit in excess of those specified in this Agreement, then without prejudice to the right of the Vendor to refuse or deny the same, in case the Vendor/the Developer, in its sole discretion agree to do the same or any part thereof, the Purchaser(s) shall be liable to pay upfront the full costs, charges and expenses for the Vendor doing the same.

(b) Security Deposit and the expenses as may be required by West Bengal State Electricity Regulatory Authority or other electricity provider for individual meter in respect of the Designated Unit directly with West Bengal State Electricity Regulatory Authority or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.

(c) All Stamp Duty, Registration Fees and Allied Expenses on Execution and Registration of this Agreement for Sale and of the Sale Deed or Deeds and other documents to be executed and/or registered in pursuance hereof.

(d) Goods and Service or any other statutory charges/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser(s) in respect of the Designated Unit.

(e) The aggregate sum towards the amenities charges in totaling to **Rs. 2,00,000/- (Rupees Two Lac)** only shall be paid by the Purchaser(s) to the Vendor as follows :-

Wi-Fi Installation Charges	Rs. 5,000/-
Power Backup	Rs. 25,000/-
Additional Development	Rs. 45,000/-
Fire Fighting	Rs. 25,000/-
External Development	Rs. 20,000/-

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 Supriya Patra
 Usashi Realstates Pvt. Ltd.

Club Membership Charge	Rs. 30,000/-
External Electrification	Rs. 10,000/-
Road Development	Rs. 40,000/-
TOTAL :-	Rs. 2,00,000/-

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(CONSIDERATION)**

The consideration payable by the Purchaser(s) to the Vendor for the designated Unit shall be as follows:

Consideration money for the said Flat/ comprised in the Designated Unit of **Rs. 10,94,618/- (Rupees Ten Lac Ninety Four Thousand Six Hundred Eighteen)** only @ **Rs. 2094 /- per Sq.ft.** and **Rs. 2,00,000/- (Rupees Two Lac)** only for amenities charges that is in total amount of **Rs. 12,94,618/- (Rupees Twelve Lac Ninety Four Thousand Six Hundred Eighteen)** only excluding **Service Tax and other taxes.**

**THE EIGHTH SCHEDULE ABOVE REFERRED TO
(PAYMENT PLAN)**

PAYMENT SCHEDULE OF THE SAID FLAT/UNIT/CAR PARKING SPACE

- a) 15% of total price being a Token Amount at the time of booking.
- b) 10% of total price within 45 days from the date of booking.
- c) 10% of total price at the time of the foundation.
- d) 10% of total price on casting of 1st Floor Slab.
- e) 15% of total price on casting of 2nd Floor Slab.
- f) 10% of total price on casting of 3rd Floor Slab.
- g) 10% of total price on casting of 4th Floor Slab.
- h) 10% of total price at the time of brick works, plaster and other internal works.
- i) 10% of total price at the time possession and/or registration of the Deed of Conveyance whichever is earlier.

(Note:- The Purchaser(s) will be bound to pay the additional charges at the time of possession and/or registration of the Deed of Conveyance in respect of the said Flat/Unit/Bungalow under this Agreement for Sale, whichever is earlier)

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the Parties at Kolkata
in the presence of:-

- 1.
- 2.

AUTHORIZED SIGNATORY

Supriya Patra
Usashi Realstates Pvt. Ltd.

Signature of the Vendor

Signature of the Purchaser(s)

AUTHORIZED SIGNATORY
Supriya Patra
Usashi Realstates Pvt. Ltd.

RECEIPT

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs. 3,51,728/- (Rupees Three Lac Fifty One Thousand Seven Hundred Twenty Eight)** only as an earnest/advance money including proportionate Service Tax under this Agreement for Sale as per Memo below:-

MEMO OF CONSIDERATION

Sl. No.	Cheque No. / Cash	Bank & Branch	Date	Principal Amount (Rs)	S.Tax Amount (Rs)
1.	Cash		25.03.17	1,43,541	6,459
2.	NEFT		21.07.17	89,286	10,714
3.	NEFT		29.07.17	90,829	10,899
		Total		3,23,656	28,072
					3,51,728/-

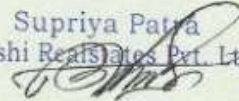
(Rupees Three Lac Fifty One Thousand Seven Hundred Twenty Eight)

WITNESSES:

- 1.
- 2.

AUTHORIZED SIGNATORY

Supriya Patra
Usashi Real Estates Pvt. Ltd.



Signature of the Vendor

7080

Sl. No.....Dt.....Rupees.....
M/s. Sri / Smt.- C. BANERJEE (Advocate)
Address-ALIPORE POLICE COURT, KOL-27
P.S.....
Vendor.....

101

25 JUL 2017

25 JUL 2017

Santosh Kr. Dey
ALIPORE POLICE COURT
Kolkata-27

ALIPORE POLICE COURT