

AGREEMENT FOR SALE

THIS AGREEMENT made on this _____ day of _____ Two Thousand and Eighteen

Between

VENDORS:

(1) **PRABIR ROY CHOWDHURY (PAN ADIPR1841H) (Aadhar No._____)**, son of Late Netai Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality – Indian, (2) **(SMT.) ASHIMA ROY CHOWDHURY (PAN ACKPC4784D) (Aadhar No._____)**, wife of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation – House Business, by nationality – Indian, (3) **ABIR ROY CHOWDHURY (PAN AYNPC1308C) (Aadhar No._____)**, son of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation - business, by nationality – Indian, (4) **AHELI ROY CHOWDHURY (PAN BEEPC6473C) (Aadhar No._____)**, daughter of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation - Professional services, by nationality – Indian all residing at Plot No.BF-14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064, (5) **ANUVAB CHAKRABORTY (PAN AEGPC5979J) (Aadhar No._____)**, son of Late Subhas Chakraborty, by faith – Hindu, by occupation - business, by nationality – Indian; (6) **SMT. SARBANI CHAKRABORTY (PAN ADVPH0300C) (Aadhar No._____)**, wife of Shri Anuvab Chakraborty, by faith – Hindu, by occupation - business, by nationality – Indian, both residing at Plot No. FD–144, Sector- III, Salt Lake, P.O. I B Market, P.S. Bidhannagar (South), Kolkata – 700 106; (7) **AKASH VANIJYA PRIVATE LIMITED (PAN AAFCA8703Q) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Mukul Shanti Garden, Block – 1, Flat No.1/1A, Jagerdanga, P.O. R. Gopalpur, P.S. Airport, Kolkata 700 136, represented by its authorized signatory **SHRI ASHIM TARAFDER (PAN AGHPT0652L) (Aadhar No._____)**, son of Late Sailendra Nath Tarafder, by faith – Hindu, by occupation – Professional services, by nationality – Indian, residing at Village and P.O. – Khantura, P.S. Habra, District – North 24 Parganas, Pin – 743273 duly authorized vide board resolution dated _____; (8) **DEBASHIS GUHA (PAN ECWPG0833F) (Aadhar No._____)**, son of Late Dilip Kumar Guha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at 23/9, Kabi Nabin Sen Road, P.S. Dumdum, P.O. Dum Dum, Kolkata – 700 028; (9) **AFTER LINK NIRMAAN PRIVATE LIMITED (PAN AALCA2795G) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block-C/1, Flat No. 1B, Gr. Floor, Narayanpur, P.O. R- Gopalpur, P.S. Airport, Kolkata 700

136, represented by its authorized signatory **SHRI TUSHAR KANTI RAY CHOWDHURY (PAN AFBPR3758Q) (Aadhar No._____)**, son of Late Monilal Ray Chowdhury, by faith – Hindu, by occupation - business, by nationality – Indian, residing at AP– 508, Flat No.2, Salt Lake, P.O. I B Market, P.S. Bidhannagar (South), Kolkata – 700 106 duly authorized vide board resolution dated _____; **(10) EARTHWORK NIRMAN PRIVATE LIMITED (PAN AACCE2035N) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI TAPAS SENGUPTA (PAN CXHPS5484G) (Aadhar No._____)**, son of late Ajit Senguptas, by faith Hindu, by occupation – Service, by nationality – Indian, residing at RB9, Raghunathpur, Sabnam Apartment, Flat No. 3B, 2nd floor, Kolkata 700059 duly authorized vide board resolution dated _____; **(11) ABIR INTERNATIONAL**, a Proprietorship Firm having its Registered Office at P-9, Motijheel Avenue, P.O. Motijheel Avenue, P.S. Dumdum, Kolkata – 700 074, represented by its Sole Proprietor **SHRI PRABIR ROY CHOWDHURY (PAN ADIPR1841H) (Aadhar No._____)**, son of Late Netai Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at Plot No. BF 14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064; **(12) COMFORT VANIJYA PRIVATE LIMITED (PAN AACCC8786C) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI PRATIK BHOWMICK (PAN AUZPB2181J) (Aadhar No._____)**, son of Biplab Bhowmick, by faith – Hindu, by occupation - Service, by nationality – Indian, residing at 5A, Bijay Nagar, P.O. & P.S. Naihati, District – North 24 Parganas, Pin – 743165 duly authorized vide board resolution dated _____; **(13) BRILLIANT TIEUP PRIVATE LIMITED (PAN AAECB0461D) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI GAUTAM CHATTERJEE (PAN AKMTC3221D) (Aadhar No._____)**, son of Dharendra Nath Chatterjee, by faith – Hindu, by occupation - Service, by nationality – Indian, residing at 73/1, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata – 700 082 duly authorized vide board resolution dated _____; **(14) WONDERLAND NIRMAN PRIVATE LIMITED (PAN AACCW8546Q) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing

Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI ABIR ROY CHOWDHURY (PAN AYNPC1308C) (Aadhar No._____)**, son of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Plot No.BF 14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064 duly authorized vide board resolution dated _____; **(15) NAVEDITA ADVISORY AND CONSULTANTS PRIVATE LIMITED (PAN AACCN7026N) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Plot No.FD – 144, Sector- III, Salt Lake, P.O. I B Market, P.S. Bidhannagar (South), Kolkata – 700 106, represented by its **Director SHRI ANUVAB CHAKRABORTY (PAN AEGPC 5979J) (Aadhar No._____)**, son of Late Subhas Chakraborty, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Plot No.FD – 144, Sector- III, Salt Lake, P.O. I B Market, P.S. Bidhannagar (South), Kolkata – 700 106 duly authorized vide board resolution dated _____; **(16) PARITOSH SINHA (PAN AMBPS7643A) (Aadhar No._____)**, son of Late Surendra Nath Sinha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Karaya, Kolkata – 700 019; **(17) SMT. RONITA SINHA (PAN AMQPS8056C) (Aadhar No._____)**, wife of Shri Paritosh Sinha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Karaya, Kolkata – 700 019; **(18) MADHURI TRADECOM PRIVATE LIMITED (PAN AAGCM3357B) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata – 700 001, represented by its Authorised Signatory **SHRI MANI KANCHAN PAUL (PAN ARFPP6431Q) (Aadhar No._____)**, son of Shri Sarat Chandra Paul, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Purba Abasan, Flat No.C/5/2, 1582/1, Rajdanga Main Road, P.O. EKTP, P.S. Kasba, Kolkata – 700 107 duly authorized vide board resolution dated _____; **(19) R.S. DELTRADE PRIVATE LIMITED (PAN AAECR6123J) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata – 700 001, represented by its Director **SMT. RONITA SINHA (PAN AMQPS8056C) (Aadhar No._____)**, wife of Shri Paritosh Sinha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Karaya, Kolkata – 700 019 duly authorized vide board resolution dated _____; **(20) SINHA AND COMPANY**, a Proprietorship Firm, having its Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street,

Kolkata – 700 001, represented by its Sole Proprietor **Mr. Paritosh Sinha (PAN AMBPS7643A) (Aadhar No._____)**, son of Late Surendra Nath Sinha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Karaya, Kolkata – 700 019

AND

DEVELOPER:

EARTHWORK NIRMAN PRIVATE LIMITED (PAN AACCE2035N) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI TAPAS SENGUPTA (PAN CXHPS5484G) (Aadhar No._____)**, son of late Ajit Senguptas, by faith Hindu, by occupation – Service, by nationality – Indian, residing at RB9, Raghunathpur, Sabnam Apartment, Flat No. 3B, 2nd floor, Kolkata 700 059 duly authorized vide board resolution dated _____

AND

PURCHASER

[If the Purchaser is a company]

_____ (**PAN _____**), (**CIN _____**) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at _____, represented by its authorized signatory, **SHRI _____ (PAN _____) (Aadhar No._____)**, son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____ duly authorized vide board resolution dated _____

[OR]

[If the Purchaser is a Partnership]

_____ (**PAN _____**), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, represented by its authorized partner _____, **SHRI _____ (PAN _____) (PAN _____) (Aadhar No._____)**, son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is an Individual]

_____ (**PAN _____**) (**Aadhar No._____**), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is HUF]

_____ (PAN _____) (Aadhar No. _____),
 son of _____, by faith _____, by occupation – _____,
 by nationality – Indian, residing at _____ for
 self and as the Karta of the Hindu Joint Mitakshara Family known as
 _____ HUF (PAN _____), having its place of business at
 _____.

Definitions – Unless, in this agreement, there be something contrary or repugnant to the subject or context

- (i) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (ii) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (iii) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (iv) **“section”** means a section of the Act.
- (v) **“Vendors”** shall mean (1) Prabir Roy Chowdhury (2) (Smt.) Ashima Roy Chowdhury (3) Abir Roy Chowdhury (4) Aheli Roy Chowdhury (5) Anuvab Chakraborty (6) (Smt.) Sarbani Chakraborty; (7) Akash Vanijya Private Limited; (8) Debashis Guha (9) After Link Nirmaan Private Limited; (10) Earthwork Nirman Private Limited; (11) Abir International; (12) Comfort Vanijya Private Limited; (13) Brilliant Tieup Private Limited; (14) Wonderland Nirman Private Limited; (15) Navedita Advisory And Consultants Private Limited; (16) Paritosh Sinha (17) (Smt.) Ronita Sinha; (18) Madhuri Tradecom Private Limited; (19) R.S. Deltrade Private Limited and (20) Sinha and Company and include in case of individuals their respective heirs, executors, administrators, legal representatives and/or assigns and in case of the company its successor or successors-in-office and/or assigns;
- (vi) **“Developer”** shall mean Earthwork Nirman Private Limited and include its successor or successors-in-office and/or assigns;
- (vii) **“Purchaser”** shall mean one or more purchasers named above and include:-
 - a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;

- b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - c. in case of a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - d. in case of a Company, its successors or successors-in-office and/or assigns;
 - e. in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- (viii) “**Appurtenances**” shall mean the appurtenances to the Designated Unit mentioned in **PART-II** of the **SECOND SCHEDULE** hereunder written being the said share in the land and if so specifically mentioned in the **PART-II** of the **SECOND SCHEDULE** hereunder written, shall include the right of parking at the said Parking Spaces.
- (ix) “**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 having such rules regulations and restrictions as be deemed proper and necessary by the Developer but not inconsistent with the provisions and covenants herein contained;
- (x) “**Building Plan**” shall mean the plan for construction of the New Buildings sanctioned by the Bidhannagar Municipal Corporation vide Plan No. BMC/BPN/RG/107/03/17/18(1/10) dated 28th December 2017 and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Vendors and the Developer with the approval of the Architects and/or the concerned authorities;
- (xi) “**Club**” shall mean the club building to be constructed by the Developer at the said Properties.
- (xii) “**Common Areas and Installations**” shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and the said properties as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser in common with the Vendors and other

persons permitted by the Vendors and/or the Developer and save and except the same, no other part or portion of any individual Building or the said properties shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co-owner/s;

- (xiii) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (xiv) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said properties and the New Building 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 Units exclusively and the Common Areas and Installations in common;
- (xv) **“Co-owners”** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendor for those Units not alienated or agreed to be alienated by the Vendor;
- (xvi) **“Project”** shall mean and include the said properties and the New Buildings with the Common Areas and Installations;
- (xvii) **“Designated Block”** shall mean the Building in which the Unit agreed to be purchased by the Purchaser is situated.
- (xviii) **“Designated Unit”** shall mean the Unit described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
- (xix) **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Developer or the Co-owners as the case may be in terms of the clause 8 and its sub-clauses;
- (xx) **“New Buildings”** shall mean the several individual buildings to be constructed by the Vendor from time to time at the said properties;

- (xxi) “**Parking Spaces**” shall mean the spaces in the Project expressed or intended by the Vendor to be used for parking of motor cars, two-wheelers etc.,
- (xxii) “**said properties**” shall mean the property described in the **FIRST SCHEDULE** hereunder written;
- (xxiii) “**said share in the land**” shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;
- (xxiv) “**Units**” shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said properties capable of being exclusively held used or occupied by a person;
- (xxv) “**Force Majeure**” Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days.
- (xxvi) words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; Similarly words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**;

- (xxvii) words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

WHEREAS

- A. One Barada Kumar Roy was the sole and absolute owner of **ALL THAT** the various pieces and parcels of land contain an aggregate area of 1 acre 95 decimals be the same little more or less situate lying at and being R.S. and L.R. Dag Nos. mentioned herein below all in Mouja – Hatiara, J.L. No.14, R.S. No.188, Touzi No.160, 169 & 162/3 under P.S. Rajarhat (presently New Town) under the local limits of Bidhannagar Municipal Corporation and in the District of North 24 Parganas all morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as “the **SAID PROPERTIES**”:

R.S. & L.R. DAG NOS.	R.S. KHATIAN NO.	CLASSIFICATION	AREA (IN DECIMAL)
988	536	Bastu	93
974	435	Danga	16
977	488	Danga	9
968	592	Danga	14
978	945	Danga	4
986	945	Danga	4
991	945	Shali	43
972	389	Danga	5
973	389	Doba	4
987	547	Bagan	3
		Total:	195

- B. The said Barada Kumar Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate on 29th July, 1976 leaving him surviving his four sons, Ranjit Roy, Ajit Kumar Roy, Surajit Kumar Roy and Sujit Roy and six daughters, Lila Bose, Prova Nag, Chhaya Majumder, Maya Aich, Mira Roy, Rama Majumder as his only heirs, heiresses and legal representatives who all upon his death inherited the said properties in equal undivided 1/10th shares each.

- C. The said Sujit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate on _____ as a bachelor leaving him surviving his three brothers Ranjit Roy, Ajit Krmar Roy and Surajit Kumar Roy and six sisters, Lila Bose, Prova Nag, Chhaya Majumder, Maya Aich, Mira Roy, Rama Majumder as his only heirs, heiresses, and legal representatives who all upon his death inherited his undivided $1/10^{\text{th}}$ shares in the said properties in equal undivided $1/90^{\text{th}}$ shares each.
- D. The said Ranjit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate on _____ leaving him surviving his wife Rama Roy as his only heiress and legal representative who upon his death inherited his undivided $1/9^{\text{th}}$ share in the said properties.
- E. The said Surajit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate on _____ leaving him surviving his wife Srabani Roy and only daughter Sanjukta Roy as his only heiresses and legal representatives who both upon his death inherited his undivided $1/9^{\text{th}}$ shares in the said properties in equal undivided $1/18^{\text{th}}$ share each.
- F. The said Lila Bose, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate on _____ leaving her surviving her husband Arun Kumar Bose and two daughters Tripti Ghosh Dastider and Mukti Dey as her only heir, heiresses and legal representatives who all upon her death inherited $1/9^{\text{th}}$ shares in the said properties in equal undivided $1/27^{\text{th}}$ share each.
- G. The said Prova Nag, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate on _____ leaving her surviving her two sons Shiba Prasad Nag and Sambhu Nag and three daughters Ratna Sarkar, Sikha Aich and Munmun Bag as her only heirs, heiresses and legal representatives who all upon her death inherited her undivided $1/9^{\text{th}}$ shares in the said properties in equal undivided $1/45^{\text{th}}$ share each.
- H. The said Ratna Sarkar, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate on _____ leaving her surviving her only daughter Shampa Gupta as

her only heiress and legal representative who upon her death inherited her undivided 1/45th shares in the said properties.

- I. The said Munmun Bag, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law Died Intestate on _____ leaving her surviving her husband Prafulla Bag and one son Swaraj Bag as her only heirs and legal representatives who both upon her death inherited her undivided 1/45th shares in the said properties in equal undivided 1/90th shares each.
- J. The said Chhaya Mazumdar, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate on _____ leaving her surviving her two sons Shubhashish Mazumdar and Debasish Mazumdar and one daughter Sharmishtha Sarkar as her only heirs, heiress and legal representatives who all upon her death inherited her undivided 1/9th share in the said properties in equal undivided 1/27th share each.
- K. The said Rama Majumder, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate on _____ leaving her surviving her one son Sauvik Majumder and one daughter Dolon Majumder as her only heir, heiress and legal representatives who both upon her death inherited her undivided 1/9th shares in the said properties in equal undivided 1/18th share each.
- L. The surviving heirs and heiresses of the said Baroda Kumar Roy mutated their names in the record of the Block Land and Land Reforms Office as the owners of the said properties in the manner following:

<u>Name</u>	<u>LR Khatian No.</u>
Rama Roy	15517
Ajit Kumar Roy	15521
Shrabani Roy	15523
Sanjukta Roy	15522
Tripti Ghosh Dastider	15526
Mukti Dey	15527
Shiba Prasad Nag	15539
Shambhu Nag	15536
Shampa Gupta	15538
Shikha Aich	15537

Swaraj Bag	15532
Shubhasish Majumder	15529
Maya Aich	15518
Mira Roy	15520
Sauvik Mazumder	15524
Dolon Majumder	15525
Prafulla Kumar Bag	15535
Arun Bose	15528
Debasish Mazumder	15530

- M. By 20 several registered Deeds of Conveyance all dated 23rd September, 2015 and registered with the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas, the said Rama Roy and 18 others jointly sold conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said properties, each deed containing an area of 9.75 Decimals, being undivided 1/20th share each in the said Properties, in the manner following:

<u>Sl. No.</u>	<u>Purchaser/s</u>	<u>Deed No.</u>	<u>Area (in Decimals)</u>
1.	Abir Roy Chowdhury	I/10671/2015	9.75
2.	Prabir Roy Chowdhury & Others	I/10672/2015	9.75
3.	Anuvab Chakraborty & Another	I/10675/2015	9.75
4.	Akash Vanijya Private Limited	I/10676/2015	9.75
5.	Ashima Roy Chowdhury	I/10680/2015	9.75
6.	Debasish Guha	I/10681/2015	9.75
7.	Afterlink Nirmaan Private Limited	I/10683/2015	9.75
8.	Aheli Roy Chowdhury	I/10685/2015	9.75
9.	Earthwork Nirman Private Limited	I/10686/2015	9.75
10.	Abir International	I/10689/2015	9.75
11.	Comfort Vanijya Private Limited	I/10691/2015	9.75
12.	Brilliant Tie Up Private Limited	I/10692/2015	9.75

13.	Worderland Nirman Private Limited	I/10696/2015	9.75
14.	Nevedita Advisory & Consultants Private Limited	I/10699/2015	9.75
15.	Prabir Roy Chowdhury	I/10704/2015	9.75
16.	Paritosh Sinha	I/10754/2015	9.75
17.	Ronita Sinha	I/10757/2015	9.75
18.	Madhuri Tradecom Private Limited	I/10762/2015	9.75
19.	R.S. Deltrade Private Limited	I/10759/2015	9.75
20.	Sinha and Company	I/10764/2015	9.75

N. The Vendors herein got their names mutated in the records of the B.L.&L.R.O., Rajarhat as the owners of the said Properties under the following L.R. Khatian Nos.:

<u>Name</u>	<u>L.R. Khatian No.</u>
Abir Roy Chowdhury	16475
Prabir Roy Chowdhury	16503
Ashima Roy Chowdhury	16502
Abir Roy Chowdhury	16501
Aheli Roy Chowdhury	16494
Anuvab Chakraborty	16488
Sarbani Chakraborty	16489
Akash Vanijya Private Limited	16130
Ashima Roy Chowdhury	16493
Debasish Guha	16510
Afterlink Nirmaan Private Limited	16171
Aheli Roy Chowdhury	16443
Earthwork Nirman Private Limited	16156
Abir International	16269
Comfort Vanijya Private Limited	16127
Brilliant Tie Up Private Limited	16236
Wonderland Nirman Private Limited	16239
Nevedita Advisory & Consultants Private Limited	16155
Prabir Roy Chowdhury	16444
Paritosh Sinha	16477
Ronita Sinha	16487
Madhuri Tradecom Private Limited	16246
R S Deltrade Private Limited	16129

Sinha and Company	16245
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- O. By a Deed of Amalgamation dated 3rd September 2016 made between the Vendors herein and registered with the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas in Book I Volume No.1523-2016 Pages 289616 to 289653 Being No.152309526 for the year 2016, the Vendors herein amalgamated all the R.S. and L.R. Dags forming the said Properties.
- P. The Vendors herein have got the said R.S. and L.R. Dag Nos.974, 977, 968, 978, 986, 991, 972 and 987 converted into 'Bastu' and also got the plan for construction of following new buildings at the said Properties sanctioned from the Bidhannagar Municipal Corporation vide Building Sanction Plan No.BMC/BPN/RG/107/03/17/18(1/10) dated 28th December 2017:

<u>Sl.No.</u>	<u>Block</u>	<u>No. of Storey</u>	<u>Use</u>
1.	1	Ground plus 3 storey	Club
2.	2	Ground plus 10 storey	Residential
3.	3	Ground plus 10 storey	Residential
4.	4	Ground plus 10 storey	Residential

- Q. By a Development Agreement dated _____ made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I Volume No.____ Pages _____ to _____ Being No._____ for the year 2018, the Vendors, inter alia, did thereby agree to contribute the said properties and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said properties into a Project and to market the same in the manner mentioned in the said Development Agreement. The sale of the Units in the Project shall be on revenue sharing basis and the Vendors and the Developer will be entitled 42.5%:57.5% share respectively out of the total sale proceeds.
- R. The Bidhannagar municipal Corporation has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;

- S. The Developer through the Vendors have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project. The Developer agrees and undertakes that it shall not make any changes to Building Plan except in strict compliance with section 14 of the Act and other laws as applicable.
- T. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- U. The Purchaser having got himself fully satisfied about the title of the Vendors and the Developer to ALL THAT the flat being Unit No. _____ containing a saleable/carpet area of _____ Square Feet (equivalent to built-up area of _____ Square feet and super built-up area of _____ Square feet more or less) on the _____ floor of the Block- _____ of the Project at the said properties Together With _____ car parking space on the Ground floor of Block _____ at the place earmarked as No. _____ and the said share in the Land and about the Project and the Building Plans and also pro-rata share in the Common Areas and Installation in and for the building and the Project as defined under clause (m) of section 2 of the Act and all right title and interest of the Vendors and the Developer (including those to be and remain excepted reserved unto them or any of them) as also morefully contained hereinafter.
- V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- W. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project;
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors and the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Designated Unit and the Car Parking Space.

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:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendors and the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Designated Unit as specified in the Second Schedule hereunder written.
- 1.2 The ownership and enjoyment of the Designated Unit and the Appurtenances by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfilment and performance of the Rules and Regulations as morefully contained in the **FIFTH SCHEDULE** hereunder written.
- 1.3 The Total Price for the Designated Unit based on the carpet area is Rs. _____(Rupees _____ only ("The Price"))

Block No. _____ Flat No. _____ Type _____ Floor _____	Rate of Designated Unit per square foot*
Total price (in rupees)	

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as application

[AND] [if/as applicable]

Garage/Covered parking -1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

Explanation:

- i) The total Price above includes the booking amount paid by the purchaser to the Vendors and the Developer towards the Designated Unit;
 - ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Projector payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the purchaser and the project to the association of purchasers or the competent authority, as the case may be, after obtaining the completion certificate ;
Provided that in case there is any change/modification in the taxes, the after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the purchaser ;
 - iii) The Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - iv) The Total Price of designated unit includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment'/Plot] and the Project.
- 1.4 The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the

competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Purchaser.

- 1.5 The Purchaser(s) shall make the payment as per the payment plan set out in Seventh Schedule hereunder written.
- 1.6 **Extras:** The Purchaser shall, in addition to the consideration mentioned herein, pay to the Developer the non refundable amounts on several accounts envisaged and mentioned in **PART-I** of the **SIXTH SCHEDULE** hereunder written
- 1.7 **Deposits :** The Purchaser shall also pay and deposit and keep deposited with the Developer the amounts on several accounts mentioned in **PART-II** of the withinstated **SIXTH SCHEDULE** hereunder written to be held by the Developer as interest free security deposits until its transfer in terms hereof. In the event of any default by the Purchaser in making payment of the any outgoing or taxes in respect of the Designated Unit, the Developer shall be at liberty to pay/adjust the amounts under default out of the said deposit. Immediately upon any such payment/adjustment the Purchaser shall make up for such amount by making fresh deposit of such amount. Any such payment/adjustment by the Developer shall be without prejudice to the obligations to pay interest on the due amounts in terms hereof and/or the other rights and remedies of the Developer hereunder.
- 1.8 The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser by discounting such early payments @ -% per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Developer.
- 1.9 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans common area and specifications and the nature of fixtures, fittings and amenities described herein at Third Schedule (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser as per the provisions of the Act ;

Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

- 1.10 The Developer shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Purchaser, the Developer may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in the Seventh Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.11 Subject to para 9.3 the Developer agrees and acknowledges, the Purchaser shall have the right to the designated unit as mentioned below :
- i) The Purchaser shall have exclusive ownership of the designated unit ;
 - ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the developer shall hand over the common areas to the association of purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - iii) That the computation of the price of the designated unit includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities,

amenities and specifications to be provided within the designated unit and the Project ;

- iv) The Purchaser has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.12 It is made clear by the Developer and the Purchaser agrees that the designated unit along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

1.13 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.14 The Purchaser has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the designated unit at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the designated unit as prescribed in the Payment plan [Schedule 'C'] as may be demanded by the Developer within the time and in the manner specified therein;

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

2. CLUB MEMBERSHIP AND FACILITY:

- 2.1 The Developer proposes to develop a Club having various indoor and outdoor games and to provide the initial equipments and sporting gear in respect of the indoor games. The membership of this Club shall be free for the Purchaser and the other Co-owners of the Building Complex. The Club may be developed simultaneously with or upon construction of the Building Complex. On the Club becoming functional, the Purchaser shall pay the charges as prescribed from time to time for running, maintenance, replacement and/or otherwise in respect of the Club and its fitouts, facilities and usage and shall also abide by the rules and regulations framed by the Maintenance In-charge for proper management and use of the Club.
- 2.2 The Developer may transfer the Club to any person or persons alongwith all the membership rights of the members and/or give the maintenance and management of the club to any agency whom the Developer may deem fit and proper.
- 2.3. The Owners and the Developer may transfer the Club to any person or persons alongwith all the membership rights of the members and/or give the maintenance and management of the club to any agency whom the Owners and the Developer may deem fit and proper.
- 2.4 The Vendors and the Developer may induct members from outside of the Building complex in the Club at their wish.

3. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **EARTHWORK NIRMAN PRIVATE LIMITED** payable at Kolkata.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve bank of India Act, 1934

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

- 4.2 The Developer accepts no responsibility in regard to matters specified in paragraph 4.1 above. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the purchaser against the designated unit, if any, in his/her name and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

6. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and

towards handing over the designated unit to the Purchaser and the common areas to the association of purchasers or the competent authority, as the case may be.

7. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the designated unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Third Schedule hereunder written which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, layout plans, subject to the terms in this Agreement, the Developer 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 _____ [Please insert the relevant State laws] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

8. POSSESSION OF THE APARTMENT/PLOT:

8.1 Schedule for possession of the said designated unit- The Developer agrees and understands that timely delivery of possession of the designated unit to the purchaser and the common areas to the association of purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the designated unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the [Apartment]/Plot:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount

received by the Developer from the allotment within 45 days from that date. The developer shall intimate the purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims, etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8.2 Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the designated unit, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the promotions, formalities, documentation on part of the Developer. The Purchaser, after taking possession, agree (s0 to pay the maintenance charges as determined by the Developer/association of purchasers, as the case may be, after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the Purchaser at the time of conveyance of the same.
- 8.3 Failure of Purchaser to take Possession of designated unit** – Upon receiving a written intimation from the Developer as per para 7.2, the Purchaser shall take possession of the designated unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the designated unit to the Purchaser. In case the Purchaser falls to take possession within the time provided in para 7.2, such Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 8.4 Possession by the Purchaser** – After obtaining the occupancy certificate* and handing over physical possession of the designated unit to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, as per the local law:

Provided that, in the absence of any local law, the Developer shall hand over the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 8.5 **Cancellation by Purchaser** – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

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

- 8.6 **Compensation** – The Developer shall compensate the Purchaser in case of any loss caused to him due to defective title of the said Property, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Mejeure event, if the Developer fails to complete or is unable to give possession of the designated unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Purchasers, in case the Purchaser wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the designated unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the designated unit which shall be paid by the Developer to the purchaser within forty five days of it becoming due.

9. NOMINATION/TRANSFER BY THE PURCHASER:

9.1 The Purchaser may, with the prior consent in writing of the Developer and against payment of a sum of Rs. _____/- per Square Foot of the carpet area in respect of the Designated Unit in advance to the Developer, get the name of his nominee substituted in his place and stead in the records of the Developer as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser 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 or its nominee.

9.2 The Purchaser 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 to the Developer in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser from the Developer.

10. MAINTENANCE IN-CHARGE AND ASSOCIATION:

10.1 Until the period mentioned in clause 8.2 hereinafter, the Common Areas and Installations shall in the exclusive control, management and administration of the Developer who shall be the Maintenance In-charge. The Developer may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance related agreement with the Developer or the Maintenance Agency appointed by it.

10.2 Within one year from the delivery of possession of _____% of the Units in the Building Complex or earlier if so decided by the Developer, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Association .

10.3 In case due to any reason, the Developer sends notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified herein, then and only in such event, the Purchaser along with the other Co-owners shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Developer shall not be responsible and liable therefor.

10.4 Upon formation of the Association, the Developer shall handover/transfer to the Association all rights responsibilities and obligations with regard to the Common

Areas and Facilities and Common Purposes (save those expressly reserved by the Developer hereunder or intended to be or so desired by the Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefor **Provided that** in case on the date of expiry of three months from the date of sending the notice by the Developer, the Association is not formed by the Co-owners in terms of Clause 10.3 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 Developer to all the Co-owners for the time being of the Building Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefor fully and in all manner.

- 10.5 The rules, 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 Building Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the the Developer, hereunder reserved and/or belonging to the Developer and also those that the Developer may hereafter reserve.

11. REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE DEVELOPER:

The Vendors and the Developer hereby represents and warrants to the Purchaser as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the said property: The Developer has the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the said property;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrance upon the said property or the Project ;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said property, Project or the designated unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and designated unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Buildings and Designated Unit and common areas ;

- (vi) The Vendors and the Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected ;
- (vii) The Vendors and the Developer have not entered into any agreement for sale and/or development agreement or any other arrangement with any person or party with respect to the said property including the Project and the said designated unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Vendors and the Developer confirms that there is no restriction in any manner whatsoever from selling the designated unit to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful, physical possession of the designated unit to the Purchaser and the common areas to the association of Purchaser or the competent authority, as the case may be ;
- (x) The said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect of the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of Purchasers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property} has been received by or served upon the Developer in respect of the said property and/or the Project.

12. EVENTS OF DEFAULTS AND CONSEQUENCES:"

12.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events :

- i) Developer fails to provide ready to move in possession of the designated unit to the Purchaser within the time period specified in paragraph 8.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

12.2 In case of Default by Developer under the conditions listed above, Purchaser is entitled to the following :

- i) Stop making further payments to Developer as demanded by the Developer. If the Purchaser stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest ; or
- ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice

Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the designated unit, which shall be paid by the Developer to the Purchaser within forty five days of it becoming due.

12.3 The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- i) In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
- ii) In case of Default by Purchaser under the condition listed above continues for a period beyond _____ consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the designated unit in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Developer shall intimate the Purchaser about such termination at least thirty days prior to such termination.

13. **CONVEYANCE OF THE SAID APARTMENT:**

The Developer, on receipt of Total Price of the designated unit as per para 1.2 under the Agreement and the Extras and Deposits as mentioned in the Sixth Schedule from the Purchaser, shall execute a conveyance deed and convey the title of the designated unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Purchaser:

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. However, in case the purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Purchaser.

14. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Purchasers upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the designated unit.

15. DEFECT LIABILITY:

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

16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer/maintenance agency/association of purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the designated unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17. USAGE:

Use of Basement and Service Areas: The service areas, if any, as located within the (project name), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment set. And other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same

shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

18. COMPLIANCE WITH RESPECT TO THE APARTMENT:

18.1 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendors and the Developer to the said properties and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the New Buildings and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto.

18.2 The Purchaser shall, after taking possession, be solely responsible to maintain the designated unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions of the designated unit and keep the designated unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

18.3 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Vendors' and the Developer's rights shall in no way be affected or prejudiced thereby.

18.4 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers 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 Purchaser shall not store any hazardous or combustible

goods in the designated unit or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the designated unit.

18.5 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a designated unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

20. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additional or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

21. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Apartment/Plot/Building].

22. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the _____
[Please insert the name of the Apartment Ownership Act]. The Developer showing compliance of various laws/regulations as application in _____

23. BINDING EFFECT:

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

24. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.,

25. RIGHT TO AMEND:

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALOTTEE/ SUBSEQUENT PURCHASERS:

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 designated unit and the project shall equally be applicable to and enforceable against and by any subsequent

Purchasers of the designated unit, in case of a transfer, as the said obligations go along with the designated unit for all intents and purposes.

27. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

28. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the designated unit bears to the total carpet area of all the [Apartment/Plots] in the Project.

30. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in _____ after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

32. NOTICES:

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

_____ Name of Purchaser

_____ (Purchaser Address)

M/s _____ Developer name

_____ (Developer Address)

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

33. JOINT PURCHASERS:

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

34. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

35. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

36. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the contractual understanding between the parties. However, please ensure that such 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 Regulations made thereunder]

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTIES)

ALL THAT the various pieces and parcels of land contain an aggregate area of 1 acre 95 decimals be the same little more or less situate lying at and being R.S. and L.R. Dag Nos. mentioned herein below and all recorded in L.R. Khatian Nos. 16475,

16494, 16501, 16502, 16503, 16488, 16489, 16130, 16493, 16510, 16171, 16443, 16156, 16269, 16127, 16236, 16239, 16155, 16444, 16477, 16487, 16246, 16129 and 16245 in Mouja – Hatiara, J.L. No.14, R.S. No.188, Touzi No.160, 169 & 162/3 under P.S. Rajarhat (presently New Town) under the local limits of Rajarhat, Gopalpur Municipality and in the District of North 24 Parganas”:

R.S. & L.R. DAG NOS.	R.S. KHATIAN NO.	CLASSIFICATION	AREA (IN DECIMAL)
988	536	Bastu	93
974	435	Bastu	16
977	488	Bastu	9
968	592	Bastu	14
978	945	Bastu	4
986	945	Bastu	4
991	945	Bastu	43
972	389	Bastu	5
973	389	Doba	4
987	547	Bastu	3
		Total:	195

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I
(DESIGNATED UNIT)

ALL THAT the flat being Unit No. _____ containing a saleable/carpet area of _____ Square Feet (equivalent to built-up area of _____ Square feet and super built-up area of _____ Square feet more or less) on the _____ floor of the Block- _____ of the Building Complex at the said properties and shown in the Unit Plan annexed hereto duly bordered thereon in “**RED**”.

PART-II
(APPURTENANCES)

1. **SAID SHARE IN LAND: ALL THAT** the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block
2. **PARKING RIGHT** : the right to park _____ medium sized motor car at such covered/open place as be expressly specified by the Developer at or before delivery of possession of the Designated Unit

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

- A. Common Areas & Installations at the Designated Block:**

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
3. Two automatic Lifts in each residential buildings with all machineries accessories and equipments (including the lift machine room) and lift well.
4. Ultimate Roof of the Building.
5. Electrical installations with main switch and meter and space required therefore in the Building
6. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
8. Such other areas, installations and/or facilities as the Vendors and the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block

B. Common Areas & Installations at the Building Complex:

1. Electrical installations and the accessories and wirings in respect of the Building complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Residential Buildings.
3. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
4. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
5. DG Set, its panels, accessories and wirings and space for installation of the same.
6. Club related construction viz., Room for Library. Indoor Games and Yoga and the fittings and fixtures relating to the Swimming Pool and changing Rooms/spaces, Gymnasium with provision for and Multi-purpose court.
7. Community Hall with provision for AC.
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building complex

PART-II

(Specifications as regards constructions of and fittings and fixtures to be provided in the Unit)

- A. STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the Bidhannagar Municipal Corporation.

B. FLOORING :

MAIN LOBBY OF DESIGNATED BLOCK: Marble/Vitrified Tiles

FLOOR LOBBIES OF DESIGNATED BLOCK : Marble/Vitrified Tiles

STAIRCASE : Kota Stone

C. ULTIMATE ROOF OF THE DESIGNATED BLOCK:

Water proof.

D. UNIT:

- | | | | |
|----|------------|---|---|
| 1. | Flooring | : | Marble/Vitrified Tiles |
| 2. | Walls | : | Putty finish |
| 3. | Bedrooms | : | Marble/Vitrified Tiles |
| 4. | Kitchen | : | Antiskid ceramic Tiles flooring and Granite finish
Kitchen top. |
| 5. | Bathrooms: | : | Flooring of Anti skid Ceramic Tiles, Walling of
Ceramic Tiles upto door height |
| 6. | Doors | : | Flush Doors |
| 7. | Windows | : | Aluminium Sliding |
| 8. | Electrical | : | Copper concealed wiring |
| 9. | Plumbing | : | Concealed pipes, White colour sanitary wares in
toilet. |

PART-III**(Period of construction of Unit)**

The Designated Unit described in PART-I of the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within _____.

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 Complex (including lifts, generators, intercom, transformer, water pump with motor, Club, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Building Complex and/or the Club and related facilities and/or enjoyed or used by the Purchaser 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 in common as

aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, Club related equipments, 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.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any 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:
PART-I

1. **OUTGOINGS AND TAXES** : The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit and Appurtenances directly to the Bidhannagar Municipal Corporation Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said properties.
 - (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Appurtenances or

the Building or the said properties and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said properties or any part thereof.

- (c) Electricity charges for electricity consumed in or relating to the Designated Unit and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit and the Appurtenances 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 and/or the Appurtenances, 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 mentioned 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 shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. _____ (Rupees _____) only per Square Foot per month of the _____ area of the Designated Unit. The said minimum rates 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 the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 2.1 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 and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Unit **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same

accordingly and without any delay, demur or default and indemnify and keep indemnified the Developer and the Maintenance-in-Charge and all 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 may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto.

- 2.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Developer to the Purchaser or the 16th day from the date of the Vendor giving the Notice for Possession to the Purchaser in terms of clause 4.3 of Section III hereinabove, whichever be earlier.
- 2.3 It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

**PART-II
(RULES AND REGULATIONS)**

1. The Purchaser binds himself and covenants:
- (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 Developer 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 shall not in any way restrict the right of the Vendor to use or permit any other Unit or portion of the Designated Block to be used for non-residential purposes.
- (b) unless the right of parking is expressly granted and mentioned in **PART-II** of the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said properties (including at the open spaces at the said properties). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to him.
- (c) Not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Designated Unit

independent of the other to any other Co-owner of the Designated Block and none else.

- (d) 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 Developer and/or the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.
- (e) to apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Bidhannagar Municipal Corporation within 06 (six) months from the date of possession.
- (f) 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 in the Designated Block.
- (g) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable 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 seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- (h) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other 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 any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- (i) not to commit or permit to be committed any alteration or changes in, or draw 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 Building Complex.
- (j) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.

- (k) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said properties 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 properties.
 - (l) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Bidhannagar Municipal Corporation, CESC Limited, 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-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Building Complex.
 - (m) not to alter the outer elevation of the Designated Block or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of _____% per mensem on 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 lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Unit.
 - c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

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

PART-I
(EXTRAS)

1. The Purchaser shall pay to the Developer the following amounts :-

- (a) Towards Purchaser's share of the costs charges and expenses for procuring electricity connection for the Building Complex, being the lumpsum of Rs. _____
- (b) Towards the costs, charges, expenses for common generator and its accessories and providing for supply of power of about Watts therefrom to the said Unit during _____ power failure, being the lump-sum of Rs. _____
- (c) Towards the proportionate costs and charges for formation of Association Rs. _____
- (e) Towards the fees and/or legal charges of the Vendor's Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof (out of which 50% shall be paid simultaneously with the execution hereof and the balance on or before the date of taking possession of the Designated Unit).
Rs. _____
Rs. _____

2. In addition to the above specified amounts, the Purchaser shall also pay to the Developer the following amounts:-

- (a) Proportionate share of any costs charges and expenses for setting up or providing any additional, or extra common area or installation in variation and/or addition to those mentioned in **PART-I** of the **THIRD SCHEDULE** hereinabove written.
- (b) All stamp duty, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.
- (c) Security Deposit and the expenses as may be required by _____ or other electricity provider for individual meter in respect of the Designated Unit directly with _____ or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
- (d) Fees and expenses, if any, payable to Bidhannagar Municipal Corporation towards Sale Permission fees.
- (e) Service Tax, Value Added Tax (VAT), 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 in respect of the Designated Unit.

- (f) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said properties and/or the Designated Unit and/or the Designated Block and/or the New Building or on the construction or transfer of the Designated Unit envisaged hereunder payable by the Purchaser wholly if the same relates to the Designated Unit and otherwise proportionately.

PART-II
(DEPOSITS)

1. The Purchaser shall deposit and/or keep deposited with the Developer a sum of Rs. _____ towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Purchaser, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Unit.
2. The Purchaser shall pay to the Developer a non refundable sum of Rs. _____ towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas and Installations

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Consideration)

The consideration payable by the Purchaser to the Vendor for sale of the Designated Unit shall be as follows:-

- | | | |
|----------------------|---|------------------|
| (i) | Consideration money for Flat comprised in the Designated Unit | Rs. _____ |
| (ii) | Consideration money for the grant of right for parking ____ motor car, if any agreed to be granted to the Purchaser hereunder | Rs. _____ |
| TOTAL CONSIDERATION: | | <u>Rs. _____</u> |

(Rupees _____) only.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :
(PAYMENT PLAN)

The said total consideration of Rs. _____ mentioned in **PART-I** of the **SEVENTH SCHEDULE** hereinabove and the aggregate sum of Rs. _____ towards the specified extras and deposits mentioned in **PART-I** and **PART-II** of the **SIXTH SCHEDULE** hereunder written totaling to Rs. _____ shall be paid by the Purchaser to the Developer in installments as follows:

- (i) _____% of the consideration equivalent to Rs. _____ as earnest money at or before the execution hereof;
- (ii) _____% of the consideration equivalent to Rs. _____ as further earnest money on the construction of foundation of the Designated Block;
- (iii) _____% of the consideration equivalent to Rs. _____ as further earnest money on the ground floor roof casting of the Designated Block;
- (iv) _____% of the consideration equivalent to Rs. _____ as further earnest money on the first floor roof casting of the Designated Block;
- (v) _____% of the consideration equivalent to Rs. _____ as further earnest money on the second floor roof casting of the Designated Block;
- (vi) _____% of the consideration equivalent to Rs. _____ as further earnest money on the third floor roof casting of the Designated Block;
- (vii) _____% of the consideration equivalent to Rs. _____ as further earnest money on the fourth floor roof casting of the Designated Block;
- (viii) _____% of the consideration equivalent to Rs. _____ as further earnest money on the external brickwork casting of the Designated Block;
- (ix) _____% of the consideration equivalent to Rs. _____ as further earnest money on the flooring of the said Unit;
- (x) _____% of the consideration equivalent to Rs. _____ towards the specified extras and deposits mentioned in **PART-I** and **PART-II** of the **SIXTH SCHEDULE** hereunder written totaling to Rs. _____ in terms of clause 4.3 of Section-III hereinabove;

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

SIGNED SEALED AND DELIVERED by the above named **VENDORS** at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the above named **DEVELOPER** at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the above named **PURCHASER** at Kolkata in the presence of: