

**AGREEMENT FOR SALE**

This Agreement for Sale made on this \_\_\_\_ day of \_\_\_\_\_, 2020

**BY AND BETWEEN**

**SWAPNABHUMI REALTORS LIMITED (PAN-AAOCS4471J)**, A Company registered under the Companies Act, 1956, having its office at Vill. - Chariswar, P.O. - Paikan, P.S. - K. L. C. Dist. - South 24 Parganas, PIN-700135 and corporate office at Systron Building, Salt Lake Electronics Complex, 5<sup>th</sup> Floor, Plot: J-5, Block EP & GP, Sector -V, Kolkata-700091, represented by its one of the Director **AMIT BANERJEE (PAN-AWTPB8520F)**, son of Late Gangadhar Banerjee, by faith – Hindu, by occupation – Business, residing at Agarpara North Station Road, P.O. – Agarpara, P.S. – Khardaha, Dist. – 24Pargana(N), PIN-700109, hereinafter for the sake of brevity referred to and called as the **“DEVELOPER/VENDOR”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include it’s successors-in-office and assigns) being the **PARTY of the FIRST PART**.

**AND**

**SRI** \_\_\_\_\_ (**PAN -** \_\_\_\_\_), son/daughter/wife of Sri/Smt./Late \_\_\_\_\_, by faith Hindu/Islam/\_\_\_\_\_, by nationality - Indian, by occupation - service/business/housewife/retired/self employed/\_\_\_\_\_, residing at \_\_\_\_\_, PO - \_\_\_\_\_, PS - \_\_\_\_\_, PIN - \_\_\_\_\_, Dist: \_\_\_\_\_, hereinafter for the sake of brevity referred to and called as the **“PURCHASER/S”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/it’s/their respective heirs, executors, administrators, representatives, successors-in-office and assigns) being the **PARTY of the SECOND PART**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:-**

**<: SUBJECT MATTER OF THIS CONVEYANCE :>**

1. **HOUSING PROJECT:** The Housing Complex shall be named and styled as “EVANIE ECONEST” and shall continue to be called and named as same until and unless changed or revoked by the Landowner and the Developer herein. The said Housing Complex consists of several self-contained residential flats, Bungalows, Buildings, Commercial Space, Car Parking etc. The said Housing Complex is to be constructed in different Phases.
  
2. **SAID FLAT:**All that piece and parcel of one self-contained residential \_\_ **BHK** flat having a total area of \_\_\_\_\_ sq. ft. (covered area of the flat is \_\_\_\_\_ sq. ft. plus added common covered area \_\_\_\_\_ sq. ft.) more or less which includes proportionate share of the Ground Floor & pathway (entry to the Tower) and total Floor lobby entire stair lobby, lift area, meter room, stair, lift covered at the roof, overhead tank) consisting of \_\_ (\_\_) Bed Rooms, **1 (one)** Living cum Dining Space, with Kitchen, \_\_ (\_\_) Toilet/s, \_\_ (\_\_) W.C, and \_\_ (\_\_) Open Terrace on the \_\_\_\_\_ **Floor** \_\_\_\_\_ **side** of the said proposed Building in the Housing Complex known as “**SWAPNABHUMI SHANTINIKETAN**” together with the undivided importable proportionate share of the land underneath the said building and right to use and access common service areas, amenities and facilities to be appended thereto in accordance with the Building Plan to be sanctioned hereafter from the competent Authority. The Flat Number will be assigned at the time of Foundation of the Building or in the Supplementary Agreement for Sale that will be executed subsequently to incorporate the changes and corrections (if any).
  
3. **PARKING SPACE:** The parking place to park one medium sized private car/**two wheeler, Open/Covered** space measuring about **134.5**sq. ft. on the ground floor, (car parking place will be demarcated and numbered on or before execution of the Deed of

Conveyance/Date of Possession) within the said Housing Complex named and styled as “SWAPNABHUMI SHANTINIKETAN”.

**<: BACKGROUND :>**

**WHEREAS** the Developer/Vendor is into the business of Real Estate and for commercial exploitation purchased some landed property from the land owner and started development work upon the said land after granting sanction plan from the competent authority.

**ANNOUNCEMENT OF SALE:-**the Developer/Vendor has formulated a scheme for deriving commercial gains and profit out of the development work on the land morefully described in schedules hereinafter, announced the sale of units to intending prospective Purchaser/s at large.

**APPLICATION, ALLOTMENT AND AGREEMENT:-**The Purchaser/s upon his/her/its/their full satisfaction of the Developer/Vendor and Swapnabhumi Realtors Limited’s title and authority to sale the property under consideration and being desirous of purchasing an apartment in the said Housing Project named and styled as “SWAPNABHUMI SHANTINIKETAN”, applied in prescribed Application Form No. **EEN\_\_\_\_\_ dated \_\_\_\_\_** along with a Cheque/Demand Draft amounting to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**as Application Money for provisional allotment and agreed to pay the remaining balance of the Consideration Sum/Basic Sale Price and other charges and deposits in the manner appearing hereinafter. Upon successful application by the Purchaser/s herein, provisional allotment of the said Flat/Apartment was given to the Purchaser/s and was intimated about the same. In accordance to the said allotment, the parties herein entered into and execute this agreement on this day of

signing of this presents, for purchase of the Said flat and appurtenances, on the terms and conditions contained herein.

**ACCEPTANCE OF CONDITIONS PRECEDENTS:-**Notwithstanding anything contained in this presents, the Purchaser/s confirms that the Purchaser/s has accepted and agreed that the following are and shall be the conditions precedent to this presents. All the terms and conditions set forth in the Application Form shall remain applicable until and unless any of the terms and conditions contained therein, is repugnant to or in violations/contrary to the terms and conditions set forth herein.

**DECLARATION:-**The Purchaser/s undertakes and covenants that on or before entering into this Agreement, the Purchaser/s has/have satisfied him/her/it/their self about the terms and conditions contained herein regarding the title of the land morefully described in schedules mentioned hereinafter, the right to develop the land by construction of the said Housing Project thereon, to sell and transfer the Flat/Apartment along with the appurtenances thereto and agreed to be sold to the Purchaser/s and the same has/have understood and accepted by the Purchaser/s.

1. **<: DEFINITIONS :>**

The true intents and meaning as conveyed and implied by the followings have been clearly understood, accepted, complied both expressively and implicitly and the Purchaser/s shall not raise any objection or shall object to it in any form or manner:-

1.1) **SHARE IN THE LAND:-** shall mean and include the variable, proportionate, undivided, un-demarcated, indivisible share in the land beneath the building in which the said flat under consideration is situated.

1.2) **LAND:-**shall mean and include all estimated/projected lands admeasuring about 5 Acres over which the proposed Housing Project named and styled as “**SWAPNABHUMI SHANTINIKETAN**” is being developed and it shall also deemed to mean and include the lands that have already been purchased by the Developer/Vendor and also the proposed to be purchased for the Housing Project to be built thereon by Developer/Vendor, and it shall also deemed to mean and include the lands that are being currently purchased or about to be purchased and also the lands that have been provided by Swapnabhumi Realtors Limited to the Developer/Vendor for the purpose of developmental work.

1.3) **DEVELOPMENT:-** shall be deemed to mean and include development of the said “**LAND**” by construction of a Housing Project of mass scale consisting of several multi-storied buildings comprising of several self-contained complete residential Flat and Parking Space, inclusive of Specified Facilities /Service Facility.

1.4) **UNDIVIDED INTEREST:-**shall mean and include the undivided, proportionate, indivisible, impartiable and variable share in the land underneath the Building in which the said Flat under consideration is located. The said undivided interest shall not extend to the common areas within the said premises of the Housing Project under consideration.

1.5) **SHARE IN COMMON PORTIONS/AREA:-**shall mean and include undivided, impartiable, proportionate and variable usage interest in the common areas, amenities and facilities of the said building and/or the Housing Complex, as be attributable and appurtenant to the said flat, be collectively referred to and called as the “**Common Portions**”. The said share shall be in-conjoint with other Co-owners of the Housing Project.

1.6) **SPECIFIED FACILITIES:-**The specified facilities shall mean and include certain amenities and facilities such as internal roads, and sewage pipeline and connection with Panchayet Road, domestic and, deep or shallow tube well, water reservoirs/tanks of the said Complex (if any), wirings, fittings and accessories for lighting of common areas of the said Housing Complex, for common electrical installation The Purchaser/s herein shall only be eligible to conditional user rights on “**Specified Facilities**”. It is clarified that (1) the Vendor/Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with the Co-owners of the said Housing Complex.

1.7) **APPURTENANCES:-** shall mean and include the appurtenances associated and incidental to the Designated Flat/Apartment mentioned hereinafter.

1.8) **ASSOCIATION:-** shall mean and include the Association formed out of the members/Flat Owners of the Housing Complex named and styled as “**SWAPNABHUMI SHANTINIKETAN**” in accordance to the provisions as set out in the West Bengal Apartment Ownership Act, 1972.

1.9) **BUILDING PLANS/SANCTIONED PLANS:-** shall mean and include the plans, sketches, drawings for purpose of construction of multi-storied residential building to be built on the land morefully described in the schedules herein below, being sanctioned by the concerned authorities and shall include all sanctionable modifications thereof and/or alterations thereto as may be required by the Developer/Vendor with the approval of the Architects and/or the concerned authorities; including all sanctioned/permissible/vertical/horizontal extensions and modifications made thereto (if any) from time to time.

1.10) **INSTALLATIONS AND COMMON AREAS:-** shall mean and include the parts and portions of the Land having common areas and facilities earmarked for common use

and enjoyment for all Flat/Apartment Owners and according to the context mean and include the areas, installations and facilities of the Housing Complex written and expressed or intended by the Developer/Vendor for common use and enjoyment of the Purchaser/s in common with the Developer/Vendor, Landowner and other Co-owners of the Housing Complex named and styled as “**SWAPNABHUMI SHANTINIKETAN**”.

1.11) **COMMON EXPENSES:-** shall mean and include all expenses for the Common Purposes hereunder written.

1.12) **COMMON PURPOSES:-** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the said Housing Complex or the Bungalows and Buildings and in particular the common areas and installations, rendition of common services in common to the Co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Apartment exclusively and the common areas and installations in common.

1.13) **CO-OWNERS:-** shall mean and include all the Purchaser/s who from time to time have purchased and/or agreed to purchase any Flat/Apartment/Car Parking Space and/or taken possession of such Flat/Apartment/Car Parking Space including the Landowner and Developer/Vendor for those units not alienated or agreed to be alienated.

1.14) **DESIGNATED BLOCK/TOWER:-** shall mean and include every part of the said multi-storied building/tower where the designated Flat/Apartment under consideration is situated.



1.15) **DESIGNATED FLAT/APARTMENT:-** shall mean and include the Flat/Apartment morefully described in Schedule D hereinafter.

1.16) **MAINTENANCE-IN-CHARGE:-** Developer/Vendor shall be regarded as maintenance in charge, responsible and eligible for collection of Maintenance Fees, Interest Free Maintenance Deposits, etc. until and upon formation of the Association of the Apartment Owners and its taking charge of the acts relating to the common purposes.

1.17) **PURCHASER/S:-** shall mean and include one or more Purchaser/s named above:-

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

1.18) **FORCE MAJEURE EVENTS:-** shall mean and include the following:-

- a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- c) Riot, commotions or other civil disorders;

d) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:-

- (i) Any act, regulation or restraint constituting a change in law,
- (ii) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made,
- (iii) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.

e) Any local issues which may hamper the implementation of the Project;

f) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;

g) Epidemic, famine or plague;

h) Radioactive contamination or ionizing radiation;

i) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

j) Strike, lockout or other labour difficulties; or

k) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project.

2. **<: UNDERSTANDING OF SCHEME BY THE PURCHASER/S :>**

The Purchaser/s undertakes and covenants that he/she/it has/have understood and accepted the under mentioned scheme of development.

2.1) **DEVELOPMENT:-**Thesaid Housing Complex shall stand named and styled as “SWAPNABHUMI SHANTINIKETAN”. The adjoining areas of other Housing

Projects developed by the Developer/Vendor herein may be deemed to be an extended area of the Housing Project under consideration. The Developer/Vendor herein intends to expand the area of the instant Housing Project under consideration by adding and developing more adjacent lands from time to time in due course. The Purchaser/s hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto in any form or manner whatsoever.

2.2) **EXTENT OF RIGHTS:-**The rights of the Purchaser/s shall be limited and confined to the ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space (if any) (4) in the common portions the Purchaser/s hereby accepts the same and shall not under any circumstances raise any claim of ownership on any of the Specified Facilities/Club/Amenities/Service Facility/Activity Centre.

2.3) **VARIABLE COMMON PORTIONS:-**The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer/Vendor, to accommodate its future plans regarding the Said Housing Project and the Purchaser/s hereby accepts the same and the Purchaser/s shall not, under any circumstances, raise any objection or hindrance thereto.

2.4) **RIGHT OF USAGE IN SPECIFIED FACILITIES:-**The Purchaser/s shall only have User Right in the Specified Facilities and the Purchaser/s hereby accepts the same and shall not under any circumstances raise any claim of ownership on any component or constituent of the Specified Facilities.

2.5) **NO LAND SHARE IN SPECIFIED FACILITIES:-**The Specified Facilities which are located in the Said Premises shall always be deemed to be excluded from the area of the Land Share which is being transferred to the Purchaser/s and shall not under any circumstances extend to and include such part. The Purchaser/s hereby accepts the

same and shall not, under any circumstances, raise any objection or hindrance in this regard.

2.6) **LOCATION OF SPECIFIED FACILITIES:-**The Specified Facilities may either be located within the Said Premises or may be located in other portions of the project area and/or may be part of the other adjoining project by the Developer/Vendor. If some of the Specified Facilities are located in other portions of the Housing Project and/or are part of the other adjacent projects, then and in such event such part on which the Specified Facilities are located shall be deemed to be the extended area of the project.

2.7) **PURCHASER'S SATISFACTION:-**The Purchaser/s undertakes to the Landowner and/or Developer/Vendor that the Purchaser/s is completely acquainted with, fully aware of and is thoroughly satisfied about the title of the Landowner and/or Developer/Vendor, right and entitlement to develop the said premises, the sanctioned plans, all the relevant documents, the right of the Developer/Vendor to grant this presents, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser/s and the negative covenant mentioned above and/or the Said Agreement and/or elsewhere in this presents and the Purchaser/s hereby accepts the same and shall not raise any objection with regard thereto.

2.8) **RIGHTS OF THE PURCHASER/S IN THE SAID FLAT & APPURTENANCES:-**The Purchaser/s undertakes to the Landowner and/or Developer/Vendor that the right, title and interest of the Purchaser/s is confined only to the said flat and appurtenances and the Developer/Vendor is entitled to deal with and dispose off all other portions of the said building/block/tower, the said premises and the said Housing Complex to any intending Purchaser as deemed fit and proper by the Developer/Vendor and the Purchaser/s under no circumstances shall be entitled to raise any objection in any form or manner thereof.

2.9) **EXTENSION/ADDITION OF SAID COMPLEX AND OTHER ADJOINING PROJECTS:-**

The Purchaser/s undertakes to the Landowner and/or Developer/Vendor that notwithstanding anything contained in this presents, the Purchaser/s has no objection and shall under no circumstances have any objection to the Landowner and/or Developer/Vendor regarding (1) integrating/adding (notionally or actually) the said Housing Complex/other adjoining projects by the Developer/Vendor, to the said premises and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying and realigning the extent, area, layout and location of the said building/the said premises including the common portions and the specified facilities, (3) modifying the sanctioned plans, as may be necessary in this regard, (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the common portions and (5) granting all user rights over the Specified Facilities to the transferees of the said Housing Complex and the other Co-owners. It is clearly understood by the Purchaser/s that the Purchaser/s shall not have any right to erect any wall/boundary wall in the said premises and/or the said Housing Complex and/or the other adjoining project.

2.10) **UNDERTAKING OF PURCHASER/S:-**

The Purchaser/s further undertakes that in consideration of the Landowner and/or Developer conveying the said flat and appurtenances to the Purchaser/s, the Purchaser/s has accepted the above conditions have granted and/or shall be deemed to have granted to the Landowner and/or Developer and other Co-owners, and all Successors-in-interest/title unfettered and perpetual easements over, under and above all common portions comprised in the said premises with right to connect the same to the said Housing Complex/other adjoining projects integrated/added to the said premises by the same Landowner and/or Developer.

3.

**<: INTERPRETATION :>**

- 3.1) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 3.2) Words in singular shall include the plural and vice versa.
- 3.3) Reference to a gender includes a reference to all other genders.
- 3.4) A reference to any legislation, enactment, statutory provisions or to any provisions of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- 3.5) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement.
- 3.6) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY & BETWEEN THE PARTIES HERETOAS FOLLOWS:**

4. **<: PAYMENTS BY THE PURCHASER/S :>**

- 4.1) **CONSIDERATION:-** The consideration sum for the sale of said Flat and its appurtenances shall be **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** which includes B.S.P. of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** plus for

**Open/Covered Car Parking Space of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and for Amenities Charges Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).** The said “Consideration” is exclusive of the “Legal Charges and other charges” mentioned in the **Schedule G** hereinafter.

4.2) **BASIC SALE PRICE/(B.S.P.):**- shall mean the consideration sum to be paid by the Purchaser/s for the designated Flat/Apartment. The Basic Sale Price/(B.S.P.) shall be calculated @ **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** per sq. ft. x the Area of the designated Flat/Apartment. The Area of Flat/Apartment shall mean and include covered area and common covered area for the said Flat/Apartment. The Basic Sale Price/(B.S.P.) shall remain fixed subjected to final measurement of the designated Flat/Apartment Area at the time of Possession. If there is any increment or decrement in the area of the designated Flat/Apartment, then the Basic Sale Price/(B.S.P.) shall accordingly be increased or decreased as the case maybe. However the Purchaser/s shall be informed of such changes (if any) as and when required. If due to any forthcoming Government Legislation, Ordinances, Acts or Orders, the Consideration sum of the Designated Flat/Apartment is required to be re-calculated on the Carpet Area of the Designated Flat/Apartment, the Basic Sale Price/(B.S.P.) PLC & FLC agreed herein upon shall remain fixed, but the rate/price for the carpet area shall be proportionately increased keeping The Basic Sale Price/(B.S.P.) intact. Thereafter all calculations shall be made on Carpet Area and the rate/price applicable thereon. The Purchaser/s is fully aware that the Basic Sale Price/(B.S.P.) does not include Parking, Administration Charges, interest free maintenance, security, Registration, Amenities Charges, Stamp Duty, Registration Fee, Advocate’s Fee for Registration and Legal Documentation, Electrical Charges, Applicable Taxes and Levies, Administrative Charges and any other incidental expenses are to be paid as and when demanded in addition to the Basic Sale Price/(B.S.P.).

4.3) **EXTRAS:-** The Purchaser/s shall have to pay to the Developer/Vendor, the non-refundable amounts on accounts envisaged and mentioned in the **Schedule G** hereinafter.

4.4) **DEPOSITS:-** The Purchaser/s shall also pay and deposit/keep deposited with the Vendor the amounts on accounts mentioned in the **Schedule G** hereinafter, to be retained by the Developer/Vendor as Interest Free Security Deposits/Interest Free Maintenance Deposits until its transfer in terms hereof. In the event of any default by the Purchaser/s in making payment of the any outgoing or taxes in respect of the Flat/Apartment, the Developer/Vendor shall be at liberty to pay and adjust the amounts under default out of the said deposit. Immediately upon any such payment/adjustment the Purchaser/s shall make up for such amount by making fresh deposit of such amount along with interest thereon in terms hereof. Any such payment/adjustment by the Developer/Vendor shall be without prejudice to the other rights and remedies of the Developer/Vendor hereunder.

4.5) **PAYMENT/DEMAND NOTICE:-** The Developer/Vendor shall issue PAYMENT/ DEMAND NOTICE from time to time for payment of the installments on completion of each stage of construction i.e. "Milestone/Stage" as mentioned in **Schedule E** hereinafter. The decision of the Architect appointed by the Developer/Vendor about the completion of the "Milestone/Stage" shall be final and binding upon the Purchaser/s and the Developer/ Vendor. The Purchaser/s shall pay the installments and all other dues within the due dates as would be mentioned in the PAYMENT/DEMAND NOTICE.

4.6) **TIMELY PAYMENT ASSURANCE:-** The Purchaser/s assures the Developer/Vendor that the Basic Sale Price/(B.S.P.) along with extras and any other charges, expenses or deposits mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Payment Notices without any default. Timely payment shall be the essence of this Agreement. The Developer/Vendor has informed the Purchaser/s and the Purchaser/s is aware that any default in payments would jeopardize the entire



Project as well as expose the Developer/Vendor to financial losses and also affect the other purchasers and the completion of the said Housing Project.

4.7) **METHODS OF PAYMENT:-** All payments shall be made in Cheque/Draft/RTGS in favour of “**SWAPNABHUMI REALTORS LIMITED**” payable at Kolkata and shall be considered to have been received by the Developer/Vendor only when the amount is credited in the account of the Developer/Vendor. In the event any Cheque/Draft submitted by any Purchaser/s is returned unpaid, a penalty of Rs. 500/- (Rupees five hundred only) shall be levied on such Purchaser/s at the sole discretion of the Developer/Vendor. If the said amount along with the designated due amount is not paid within 15 (fifteen) days from the date of default, the Developer/Vendor shall be at the liberty and discretion to treat this Agreement as canceled and in that event, the Purchaser/s will be refunded the amount already paid by the Purchaser/s till that date after deducting @ 4% of the **Total Sale Value** [which shall mean and include the Basic Sale Price for the flat, amenities charges, other charges, parking (if any)]. The Landowner and the Developer/Vendor hereby expressly notify the Purchaser/s that until any instruction to the contrary given by the Developer/Vendor and Landowner to the Purchaser/s; in writing; the Purchaser/s shall make payment of the consideration, extras and deposits and all other amounts payable to the Landowner and/or Developer/Vendor hereunder shall be payable to and in favour of “**SWAPNABHUMI REALTORS LIMITED**” and any receipt given by the said “**SWAPNABHUMI REALTORS LIMITED**” thereof shall be lawful and valid.

4.8) **DELAYED PAYMENTS:-** Any delay or default on the part of the Purchaser/s to pay the amounts payable by him/her/it/them to the Developer/Vendor under this Agreement on the due dates as stipulated, shall be construed as a breach of terms and conditions committed by the Purchaser/s herein and in event of such breach, the Developer/Vendor shall be entitled to charge interest @ 18% per annum for the period of

delay on the default amount compounded monthly. If the default continues for a period of 2 (two) months, the Developer/ Vendor shall have the right to treat this Agreement as canceled. In such an event the Company is also entitled to re-allot and re-sell the apartment/unit and the undivided share of the land to any person and on such terms and conditions as the Company deems, fit and Re-pay the balance amount if any within 12 weeks from the date of Re-sell.

4.9) **RAISING OF FINANCE BY LANDOWNER AND/OR DEVELOPER:-** The Landowner and/or Developer/Vendor shall have the right to raise finance and/or loan from any financial institution and/or Bank and for that purpose create mortgage, charge on the land and/or securitization of the receivables but subject to the condition that the Flat/Apartment shall be free from all encumbrances at the time of execution of the Deed of Conveyance.

4.10) **RAISING OF FINANCE BY PURCHASER/S:-**The Purchaser/s may obtain finance from any financial institution/Bank or any other source but the Purchaser's obligation to purchase the Flat/Apartment pursuant to this Agreement shall not be contingent on the Purchaser's ability or competency to obtain such financing and the Purchaser/s shall remain bound by this Agreement whether or not he/she/it/them has/have been able to obtain financing for the purchase of the Flat/Apartment.

5. **<: CONSTRUCTION, DESIGN AND DEVIATION :>**

5.1) **DESIGNS AND CONSTRUCTION:-**The Developer/Vendor shall construct the Flat/Apartment in accordance with the plans and designs approved by the concerned authorities and as per the specifications and particulars of construction contained in the Schedule hereinafter. The Purchaser/s acknowledges that, in the course of construction, certain changes and deviations or omissions may be required for various reasons beyond

the control and capacity of the Developer/Vendor. Certain suggested changes in design and/or construction may have to be incorporated/required as per the guidelines of the Architect appointed by the Developer/Vendor or any other concerned authorities. All deemed changes, deviations, additions or omissions necessary shall be in the best interest of the Housing Project and the Flat/Apartment. Any changes, additions, deviations or omissions in design or construction recommended by the Developer/Vendor, Architect or any Governmental Authorities, shall be deemed to have been authorized and acknowledged by the Purchaser/s herein.

5.2) The Flat/Apartment shall be constructed and completed by the Developer/Vendor in the manner and to the extent mentioned in this Agreement. The delivery of the said Flat/Apartment shall be made on or after the payment of the full and final consideration sum along with all other amounts in full, by the Purchaser/s herein to the Landowner and/or Developer/Vendor in terms hereof, all rights, title, possession and interest in the Flat/ Apartment shall remain vested with the Developer/Vendor till then.

5.3) The Developer/Vendor shall, subject to force majeure, construct the Flat/Apartment in accordance within the specifications mentioned in **Schedule F** hereinafter within the proposed stipulated time.

5.4) **FURTHER CONSTRUCTION AND ROOF RIGHTS:-**A demarcated portion of the top roof of the said flat shall be accessible by all residents of the said flat hereinafter referred as "Common Roof". All common installations such as water tank and lift machine room shall be situated in this portion of the roof and the remaining area of the top roof of the said building shall remain in exclusive possession of the Landowner and/or Developer. The entire Roof Right shall remain vested in favour of the Landowner and/or Developer and shall reserve the exclusive right to transfer/sale/lease/rent as deemed fit and proper by the Landowner and/or Developer herein. The Purchaser/s

specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the said building as aforesaid, the Landowner and/or Developer shall always have the absolute right for further construction on the entirety of the top roof and the Purchaser/s specifically agrees not to do any act, which prevents or hinders such construction. After such construction, the ultimate roof above such construction shall be treated as the Common Roof for common use of all residents of the said building/block/tower.

6. **<: HANDING OVER OF POSSESSION :>**

6.1) **EXPECTED POSSESSION TIME:-**Based on the present plans and estimations, the Developer/Vendor endeavors to complete construction of the Flat and hand over possession thereof to the Purchaser/s within 40 (forty) months from the effective date (being the date of the signing of this present) or from the date of obtaining Sanctioned Building Plans from the concerned authorities, whichever is later. Provided that the Developer/Vendor shall be entitled to reasonable extension of time period for giving delivery of the Flat/Apartment on the aforesaid date, if the completion of the Flat/Apartment is delayed on account of:-

- (i) Force Majeure Events,
- (ii) Any delay in payments stipulated in this Agreement by the Purchaser,
- (iii) Any delay in obtaining any approval, sanction of the authorities concerned,
- (iv) Any delay due to any order, notification of authorities concerned,
- (v) Any delay in obtaining electricity and/or water connections,
- (vi) Any default by the Purchaser of the terms and conditions of this Agreement.

6.2) **CONDITION PRECEDENT:-**The Purchaser/s shall not be entitled to the possession of the Flat/Apartment until payments of Total Sale Price and all other charges, expenses or deposits that are due to the Landowner and/or Developer/Vendor under this

Agreement have been cleared in full, regardless of whether work in other Flat/Apartment and in common areas or facilities and amenities has been completed or not. All internal works for the Flat/Apartment under consideration shall be completed in full on or before handing over of Possession.

6.3) **MODE OF GIVING POSSESSION:-**The Developer/Vendor shall serve upon the Purchaser/s a notice in writing vide “Possession Notice” to take over possession of the Flat/Apartment, Car Parking (if any) within 15 (fifteen) days i.e. “Possession Period” from the date of the Possession Notice. It will not be necessary for the Developer/Vendor to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Purchaser/s complying with all provisions, formalities, documentation, etc. as may be prescribed by the Developer/Vendor in this regard and provided the Purchaser/s is not in default of any of the terms and conditions of this Agreement, the Developer/Vendor shall give possession of the Flat/Apartment, Car Parking (if any) to the Purchaser/s on a date i.e. “Possession Date” fixed by the Developer/Vendor and the said date will be within the Possession Period.

6.4) **DEEMED POSSESSION:-**It is understood by the Purchaser/s that even if the Purchaser/s fails to take possession of the Flat/Apartment, Car Parking (if any) within the Possession Period, the Purchaser/s shall be deemed to have taken possession of the Flat/Apartment on the last day of the “Possession Period” for all purposes and irrespective of the actual date when the Purchaser/s takes physical possession of the Flat/Apartment, Car Parking (if any).

6.5) **PENALTY FOR NOT TAKING POSSESSION:-**In case the Purchaser/s fail/s to take possession of the Designated Unit within POSSESSION PERIOD, the Purchaser/s shall be liable to pay holding charges calculated @ **Rs. 50/-per Sq. ft.** per month of the

total covered area in respect of the said Flat/Apartment. This shall in addition to other charges applicable.

6.6) **RESPONSIBILITIES:-**From the Date of Possession, the Flat/Apartment, Car Parking (if any) shall be at the sole risk and cost of the Purchaser/s and the Developer/Vendor shall have no liability or concern thereof. The Purchaser/s shall become liable to pay the maintenance charges in respect of the Flat/Apartment and the common areas and facilities on and from the Possession date. All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the concerned authorities relating to the undivided interest shall be paid and borne by the Purchaser/s, proportionate to his/her/it/their interest therein and those relating only to the Flat/Apartment, Car Parking (if any) shall be borne solely and conclusively by the Purchaser/s, with effect from the date of Possession.

6.7) **HOLDING CHARGE FOR FAILURE TO GIVE OR TAKE POSSESSION:-** In case the possession of the Flat/Apartment, Car Parking (if any) are not offered to the Purchaser/s within the stipulated period, the Purchaser/s, if he/she/it/they is/are otherwise not in default, shall be entitled to receive from the Developer/Vendor interest @ 8% for the period of delay on the amount received from the Purchaser/s and no other compensation of any kind. Provided that in the event of non availability of a building material in the market or Truckers' Strike or any other impedance consequent to Force Majeure Events or for any other reason which is beyond the control of the Landowner and/or Developer, the Purchaser/s shall be deemed to have given extension to the Developer/Vendor, for the entire duration of such Force Majeure Events, for handing over the possession of the Flat/Apartment, Car Parking (if any) to the Purchaser/s.

7.

**<: COMPLIANCE :>**

7.1) **COMPLIANCE OF TERMS AND CONDITIONS BY THE LANDOWNER AND/OR DEVELOPER:-**The Developer/Vendor hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the time of sanctioning of the plans or before issuing of Clearance/Completion/Occupancy Certificate from the concerned authorities in respect of the Flat/Apartment/Building/Block/Tower/Amenities etc.

8. **<: DEVELOPMENT OF PHASE :>**

8.1) **DEVELOPMENT OF PHASE:-**The Purchaser/s hereby agrees that the Landowner and/or Developer shall have full and absolute right without any interference from any quarter whatsoever in any form or manner, to develop each phase of the Project on the land by constructing flats/apartments, car parking and commercial space and demarcation and naming of each phase shall be done subsequently.

9. **<: EASEMENT RIGHTS :>**

9.1) **EASEMENT:-** The Purchaser/s herein shall be entitled to enjoy right of easement as set out in The Indian Easement Act, 1882 in connection to the Flat/Apartment and the land comprised therein, along with other Co-owners of the buildings built on land comprised in the said Housing Project and shall have the right to use the approach road and other common areas and facilities in the said Project.

10. **<: DEFAULTS :>**

10.1) **DEFAULT OF PAYMENT BY THE PURCHASER/S:-** In case the Purchaser/s commits default in making payment of the consideration sum, extras and/or deposits or any installment/part thereof within time or commits any breach of the terms and

conditions contained herein, then or in any of such events, the Developer/Vendor shall issue a notice to the Purchaser/s to pay the amounts under default or to rectify the breach. In case the Purchaser/s fails and/or neglects to make the payment of the said amounts under default with applicable interest of within a period of 45 days from the date of the receipt of the notice, this Agreement may, unilaterally at the option and discretion of the Developer/Vendor may be terminated and rescinded. In the event of such termination and rescission the rights and claims, if any, of the Purchaser/s against the Developer/Vendor, concerning the Flat/Apartment and/or any appurtenances shall stand extinguished without any right of the Purchaser/s hereunder. The said termination shall be done at the sole discretion of the Developer/Vendor and the Purchaser/s shall not raise any objection in any manner or manners. In that event, the Developer/Vendor shall be entitled to forfeit a sum equivalent to 4% of the Total Sale Vale as pre-determined compensation along with Advocate's fees, Service Tax paid (in actual), from the amount received by the Developer/Vendor. The balance amount; remaining with the Developer/Vendor out of the earnest money until then received by the Developer/Vendor from the Purchaser/s; shall become refundable by the Developer/Vendor to the Purchaser/s without paying any interest thereon. In case the earnest money until then received by the Developer/Vendor is insufficient to cover the said Pre-determined compensation and liquidated damages, the sort fall shall be paid by the Purchaser/s to the Developer/Vendor separately and within 7 days of the termination or recession of this Agreement by the Developer/Vendor herein.

10.2) **CONDONING BY LANDOWNER AND/OR DEVELOPER/VENDOR:-** In case the Developer/Vendor condones the default of the Purchaser/s, then and in such event the Purchaser/s shall along with such dues and/or arrears, pay interest @18% per annum on all amounts remaining unpaid till that date and being compounded monthly.

10.3) **PAYMENT/S FOR DELAYED HANDOVER OF POSSESSION BY THE LANDOWNER AND/OR DEVELOPER/VENDOR:-** In case the Purchaser/s



complies/have complied his/her/its/their obligations strictly as per the provisions of payment hereunder and the Developer/Vendor fails to construct the Flat/Apartment within the stipulated period, then the Developer/Vendor shall be automatically allowed an extension of time period for completion of the said Flat/Apartment. The period of delay caused by Force Majeure shall be added to the time period required for completion of the Flat/Apartment. If the Developer/Vendor herein fails to construct the Flat/Apartment on or before expiry of the aforesaid time period and the extended period then and only in such event, the Developer/Vendor would be liable to pay to the Purchaser/s @ 8% on the total sum paid till that date by the Purchaser/s for the aforesaid Flat/Apartment, and such calculations will be based and calculated from the respective dates on which the deposit of installments were made. Such payment shall be subjected to the condition that the Purchaser/s herein had made all payments on time without any delay and strictly in accordance to the payment schedule hereinafter.

10.4) **CANCELATION/TERMINATION OF AGREEMENT BY THE PURCHASER/S:-** In the event of cancellation or withdrawal of Application/Agreement for Sale by the Purchaser/s, then the Purchaser/s shall be liable to pay charge @ 4% of the Total Sale Value [which shall mean and include the Basic Sale Price of the Flat/Apartment, Amenities Charges, other charges and Parking (if any)]. The balance amount shall be refunded to the Purchaser/s within 3 (three) months from the date of obtaining fresh booking against the Flat/Apartment under consideration.

10.5) **CANCELATION/TERMINATION FOR NON-EXECUTION OF AGREEMENT:-**In case if the Purchaser/s fails or neglects to execute this Agreement for Sale within prescribed period as specified or if the delay default in payment continues in excess of a period of 3 (three) months from the date of its schedule payment, then the Developer/Vendor shall be entitled at it's sole discretion/option to cancel this Agreement for Sale and forfeit and/or recover 4% of the Total Sale Value along with interest for the

delay period in making the payment calculated at 18% per annum compounded monthly. The balance amount shall be refunded to the Purchaser/s within 3 (three) months from the date of obtaining fresh booking against the Flat/Apartment under consideration.

10.6) **SPECIFIC PERFORMANCE:-** Nothing contained herein shall affect or prejudice the right of either Party to sue the other for Specific Performance of the contract and/or damages for any default of the other Party.

11. **<: COMPLETION OF SALE :>**

11.1) The sale of the Flat/Apartment and its appurtenances shall be completed by execution and registration of Deed of Conveyance by the Developer/Vendor in respect of the Flat/ Apartment and simultaneously with the Purchaser/s taking possession of the said Flat/ Apartment. In case of the Purchaser/s committing any delay or default in getting the Deed of Conveyance executed and registered, the Purchaser/s shall be liable for all liabilities and consequences arising thereby.

11.2) The Deed of Conveyance and other legal documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc. as be drawn by the Advocate appointed by the Developer/Vendor herein.

11.3) **REGISTRATION OF THE SALE DEED:-**The Deed of Conveyance for the Flat/Apartment, Car Parking (if any) will be executed and registered in favour of the Purchaser/s after it has been constructed and all payments the then due and payable by the Purchaser/s to the Developer/Vendor stands completed. The Developer/Vendor shall serve upon the Purchaser/s a notice in writing for execution and registration of the Deed of Conveyance on or within a date to be notified in such notice and the Purchaser/s shall abide by the same. In any event, if the Deed of Conveyance is not executed and/or

registered within 45 (forty five) days from the notified date for defaults of the Purchaser/s, the Developer/ Vendor shall have the right to cancel this Agreement. The Deed of Conveyance shall be drafted by the Solicitors/Advocates of the Developer/Vendor and shall be in such form and contain such particulars as may be approved by the Developer/Vendor. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Developer/Vendor unless such changes are required to cure any gross mistake or typographical or arithmetical error. The Stamp Duty, Registration Fee, Legal Charges and all other costs of and incidental to the execution of this Agreement and the Deed of Conveyance and other documents to be executed in pursuance thereof shall be borne and paid prior to the possession by the Purchaser/s as ascertained and fixed by the Developer/Vendor. The same shall be paid by the Purchaser/s within 15 (fifteen) days from the date of demand by the Developer/Vendor.

11.4) **NO OBJECTION FROM BANKS ETC:-**In case of the Purchaser/s taking loan from any Bank/Financial Institution, the Deed of Conveyance in favour of the Purchaser/s shall be executed only upon the Developer/Vendor receiving “No Objection Certificate” from such Bank/Financial Institution (if so required) and the Deed of Conveyance shall be handed over to the lending institution, if so required by the Bank/Financial Institution.

12. **<: NOMINATION/TRANSFER BY THE PURCHASER/S :>**

12.1) The Purchaser/s may with the prior consent in writing from the Developer/Vendor and against payment in advance to the Developer/Vendor, a sum equivalent to 1% of the Total Sale Value payable by the Purchaser/s to the Developer/Vendor hereunder, get the names of his/her/its/their Nominee/s substituted in his/her/its/their place and stead in the records of the Developer/Vendor as the Purchaser/s of the said Flat/Apartment. Any such nomination or transfer shall be at the sole risk and cost of the Purchaser/s and shall be

subject to the terms, conditions, agreements and covenants contained hereunder which shall henceforth be observed, fulfilled and performed by the Nominee. All stamp duty and Registration Fees, Legal Charges and other outgoings as may be occasioned due to aforesaid nomination or transfer, shall be payable by the Purchaser/s or his/her/its/their Nominee/s. The change of nomination shall be executed and effective on or after expiry of the locking period. The Developer/Vendor shall charge **@Rs. 100/- per sq. ft.** plus applicable GST for execution of the fresh agreement with the said Nominee/s. The acceptance of the Nominee of the Purchaser/s shall be subjected to the discretion of the Developer/Vendor and it's decision shall be full and final and will be a binding upon all the parties herein.

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

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

### 13. **<: AREA CALCULATION AND VARIATIONS :>**

13.1) The covered area of the Flat/Apartment includes proportionate share of ground floor, pathway for ingress and egress and total floor lobby, entire stair lobby, lift area,

meter room, stair, lift, common roof of the Flat/Apartment including the area of external or internal walls, columns, pillars.

13.2) The Purchaser/s have verified and satisfied himself/herself/itself/themselves fully from the Building Plans about the covered area and common covered area of the Flat/Apartment thereof mentioned herein and has accepted the same fully and in all manner including for the purposes of payment of the consideration and other amounts, respectively hereunder. If the super built-up area upon completion of construction found to be less than the respective areas thereof mentioned in this Agreement, then Developer/Vendor will refund the proportionate amount reckoning the area that has been reduced and similarly, if there is any increment in the area of the Flat/Apartment under consideration, then the amounts payable by the Purchaser/s will be increased on or pro-rata basis. The Certificate of the Architect appointed by the Developer/Vendor as regards the area of the Flat/Apartment and/or of the area of the “Common Areas and Installations” shall be final and binding upon the parties herein.

13.3) The Developer/Vendor shall, in it's sole discretion, be entitled not to entertain any request for modification in the internal layout of the Flat/Apartment or external facades or location of the facilities and amenities of the said Housing Complex.

14. **<: MAINTENANCE, EXPENSES AND ASSOCIATION :>**

14.1) **ASSOCIATION:-**The Purchaser/s shall become a member of the Flat Owner's Association. The Purchaser/s shall observe and abide by all the by-laws, rules and regulations prescribed by the said Association and as set out in the West Bengal Apartment Ownership Act, 1972.

14.2) **MAINTENANCE CHARGES:-**For the enjoyment and maintenance of the common portions and facilities in/of the Building/Block/Tower and the Common Areas and Facilities of the said Housing Project, the Purchaser/s shall be liable to pay the proportionate maintenance charges (herein for sake of brevity being referred to and called as the “Maintenance Charges”) per month of such area and facilities as may be fixed by the Developer/Vendor/Association from time to time. The Maintenance Charges shall become payable from the Possession date. In case the Purchaser/s fails to pay any amount payable to the Developer/Vendor/Association, the Purchaser/s shall not be entitled to avail any maintenance services and shall be liable to pay an interest @ 15% per annum and Developer/Vendor/Association shall adjust the unpaid amount from the Interest Free Deposits.

14.3) **INTEREST FREE MAINTENANCE DEPOSIT/ INTEREST FREE SECURITY DEPOSIT:-**An Interest Free Security Deposit/Maintenance Security Deposit will be calculated @ Rs. 1/- per sq. ft. of the super built up area of the Flat/Apartment, shall be paid by the Purchaser/s to the Developer/Vendor within the due date mentioned in the Possession Notice. The Maintenance Security Deposit shall be used by the Developer/Vendor/Association for repair of Common Areas, Facilities and Equipments provided in the said Housing Project named and styled as “**SWAPNABHUMI HOUSING PROJECT**”. Notwithstanding the above, the Developer/ Vendor reserves the right to utilize the said deposit to adjust any realizable dues from the Purchaser/s. The unused portion of the Maintenance Security Deposit shall be transferred to the Maintenance Company/Association as and when desired by the Flat Owner’s Association. If at any time the Maintenance Security Deposit shall fall below the prescribed limit mentioned above, the Purchaser/s shall make good such shortfall immediately on demand being made by the Developer/Vendor/Association.

14.4) The Common Areas and Installations shall be in the exclusive control, management and administration of Developer/Vendor, who shall be in-charge of maintenance. The said Developer/Vendor may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes subject to adherence of the rules and regulations and payment of the maintenance charges and other outgoings in terms hereof by the Purchaser/s and the other Co-owners.

14.5) The Purchaser/s hereby agrees and undertakes that he/she/it/they shall be bound to become a member of Flat Owner's Association and co-operate with the Developer/Vendor fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to formation of the said Association and abide by all its rules and regulations.

14.6) **COMMON EXPENSES FOR MAINTENANCE:-** All costs and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, water pump with motor, etc.), gutters and water pipes for all purposes, drains and electric cables and wires under or upon the Building/Block/Tower and/or enjoyed or used by the Purchaser/s in common with other occupiers or serving more than one Flat/Apartment and other saleable space in the Building/Block/Tower and at the Premises, main entrance, landings and staircase of the Building/Block/Tower enjoyed or used by the Purchaser/s in common as aforesaid and the boundary walls of the Premises, compounds etc. The costs of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Building/Block/Tower so enjoyed or used by the Purchaser/s in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.

- 14.7) **OPERATIONAL:-** All expenses for running and operating all machines equipment's and installations comprised in the Common Areas and Installations (including lift, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.
- 14.8) **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.
- 14.9) **ASSOCIATION:-** Establishment and all other expenses of the Flat Owner's Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the said Association.
- 14.10) **TAXES:-**Panchayet/Municipal/Corporation/BL & LRO and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Apartment).
- 14.11) **INSURANCE:-** Insurance premium (if insured) for insurance of the Building/Block/Tower and also otherwise for insuring the Designated Building/Block/Tower against earthquake, damages, fire, lightning, mob, violence, civil commotions.
- 14.12) **COMMON UTILITIES:-** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 14.13) **RESERVES:-** Creation of funds for replacement, renovation and/or other periodic expenses.



14.14) **OTHERS:-**All other expenses and/or outgoings including litigation expenses as are incurred by the Landowner and/or Developer and/or the Flat Owner's Association for the common purposes.

15. **<: DEVELOPER/VENDOR AND LANDOWNERS EXCLUSIVE AREAS AND ENTITLEMENTS :>**

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

15.2) The Developer/Vendor shall be entitled to link the said Premises with Added Areas i.e. lands or landed properties adjacent and/or adjoining to the said Premises whether acquiring (in its name and/or in the name of any group company/associate/sister concern/nominee) the same and/or entering upon any negotiation or contract with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc. with the added area as the Developer/Vendor may from time to

time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer/Vendor shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the said Premises with the Added Areas:-

- (i) to amalgamate or merge the added areas or any part thereof with the said Premises and/or the said Housing Complex in such manner and to such extent as be deemed fit and proper by the Developer/Vendor,
- (ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access ways at the said Premises for any sanction, construction, use and enjoyment of the added areas or any constructions and developments thereon,
- (iii) to cause or allow Building Plans for construction at the added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Premises,
- (iv) to utilized any additional constructed area that may be allowed or sanctioned in the said Premises and/or the New Building or Housing Complex thereon (by way of additional floor, additional building or otherwise) owing to any link with the added areas,
- (v) to combine and/or connect the said Premises and the added areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the said Housing Complex and the added areas in such manner and to such extent as the Developer/Vendor may deemed fit and proper.

15.3) The Developer/Vendor may at its discretion inform at appropriate time by General Notice or any Specific Notice to the Purchaser/s about any modifications and/or alterations in the terms and conditions of this Agreement or owing to any linkage with any additional area and so long as the location or area of the said Flat/Apartment is not changed, the Purchaser/s shall not object thereto or raise any claim in respect thereof provided that in case the location or area of the said Flat/Apartment also gets affected due to such linkage, the parties shall mutually discuss and finalize the consequence thereof and falling such Agreement, either party shall be entitled to terminate this Agreement and the Developer/ Vendor shall upon such termination refund the earnest money until then paid by the Purchaser/s to the Developer/Vendor.

15.4) In case of any construction, any additional construction arising out of linkage with additional area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser/s neither individually or jointly with any Co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser/s hereunder nor to claim any amount or consideration from the Developer/Vendor on account thereof.

16. **ADJUDICATION OF DISPUTES:-**If any disputes and differences arise by and between the Parties hereto in any way relating to or connected with the Flat/Apartment and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the Developer/Vendor. It is agreed by and between the parties herein that the said Sole Arbitrator shall have the power to pass and give both interim order and award and/or award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the Parties which shall be final and binding on both the Parties hereto. The Arbitration shall otherwise be governed by the provisions of the Arbitration

and Conciliation Act, 1996 as modified from time to time and the Arbitration shall be held at Kolkata only.

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

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

19. **POWER & SUPPLY:-** Installation costs, deposits and other charges (inclusive of mother meter for the Building/Block/Tower, transformer) to be paid by the Developer/Vendor to the power supply authority concerned towards obtaining, installing power and for providing electricity to Common Areas, street light, etc. from the deposits paid towards "External Electrification". The Purchaser shall pay for the Electricity Security Deposit ("ESD") for individual electric meters to be allotted to him by the concerned power supply authority. In case the power supply authority fails to provide individual meter to the Purchaser/s and/or makes provision for temporary connection at the time of possession, the Developer/Vendor may provide sub-meters to the Purchaser/s, subjective to viability and upon payment for such connection. The amounts and the price

for each unit of electricity consumed from such temporary connection will be intimated in due course or as soon as the same is known to the Developer/Vendor, and the Purchaser shall pay the same within the due date to be mentioned by the Developer/Vendor. If the situation demands so, the Purchaser may be required to enter into a separate agreement for supply of electricity with the Developer/Vendor for supply through sub-meters. The Purchaser will be provided with Power Backup during the Power-Cuts. The actual running cost and maintenance charges of DG will be separately charged from the Purchaser along with the other owners of Units .

20. **<: PURCHASER/S FURTHER ACKNOWLEDGES, COVENANTS & ASSURES :>**

20.1) Before the date of execution hereof, the Purchaser/s have independently examined and got himself/herself/itself/themselves fully satisfied about the title of the Landowner and/or Developer/Vendor to the said Premises and the Flat/Apartment 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/s have also inspected the Building Plans in respect of New Building/s and the location and area of the Flat/Apartment and agrees and covenants not to raise any objection with regard thereto.

20.2) That the Purchaser/s shall not be entitled to changes any exterior of his/her/its/their Flat/Apartment any manner whatsoever without consent of the Developer/Vendor herein and/or the concerned authority.

20.3) The Purchaser/s hereby gives consent to the Developer/Vendor that the Developer/Vendor shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Land which may be made available by the concerned authorities even after registration of the Deed of Conveyance regarding the sale of the

Flat/Apartment, Car Parking (if any) has been executed and the Purchaser/s or the Flat Owner's Association or any member of the said Association shall not raise any objection of whatsoever nature for the same.

20.4) The Purchaser/s shall not use the Flat/Apartment or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Flat/Apartment or for any illegal or immoral purposes. The Purchaser/s shall use the Car Parking Space (if any) carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

20.5) The Purchaser/s shall not store any goods in the Flat/Apartment and/or Car Parking Space (if any) which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

20.6) The Purchaser/s shall not make any additions or alterations in the Apartment and/or Car Parking Space (if any) or cause damage to or nuisance in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Purchaser/s, then all necessary permissions from the concerned authorities (if required) will be obtained by the Purchaser/s directly at his/her/its/ their own cost. The Purchaser/s shall not be entitled to carry out any structural changes in the Flat/Apartment, Car Parking (if any) in any form or manner whatsoever.

20.7) That it has been specifically explained that the specifications of the said flat as set forth in the brochures, advertising materials, hoardings billboards and marketing are just indicative and are subjected to change based upon the situations, however such proposed changes will be done in conformity with the representations made and such proposed changes shall be the closest possible alternative available to the Developer keeping in mind the standard materials promised to be used for construction purpose. That the

completion period as stated above, shall automatically stand extended by the time period, which may be required for obtaining any new approval or clearance , if subsequently, imposed by any statutory authority/authorities during the construction period.

20.8) The Purchaser/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the said Housing Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.

20.9) The Purchaser/s shall at all times co-operate with the other Purchaser/s/Occupier/s of the Flat/Apartment and Developer/Vendor in the management and maintenance of the Apartment, Car Parking (if any) and the said Housing Project.

20.10) If at any time after the Effective date there be imposition of any new or enhancement in any tax (GST, service tax and other taxes) or levy or fees or charges (including Stamp Duty and/or Registration Fees) on the transfer or construction of the Flat/Apartment, Car Parking (if any), the same shall be borne and paid by the Purchaser/s within 7 (seven) days of demand being made by the Developer/ Vendor without raising any objection thereto.

20.11) The Purchaser/s shall pay the proportionate rates, charges and fees till such time the Flat/Apartment, Car Parking (if any) are not mutated and separately assessed and thereafter timely pay all rates and taxes to ensure that none of the owners of other Flat/Apartment or the Developer/Vendor/Association, as the case may be, is affected in any manner for any non or untimely payment.

20.12) The Developer/Vendor shall not be responsible for any damage caused to the Flat/Apartment, Car Parking (if any) on account of delay in taking over possession and in such event, the Purchaser/s will have to take possession of the same on as is where is basis.

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

20.14) The Developer/Vendor shall be entitled to put or allow/authorize it's representative to put neon sign, hoardings, sign boards or any other installation on the roof of the Flat or any part thereof at such consideration, rent, hiring charges etc. and on such terms and conditions as the Developer/Vendor to it's sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be accepted reserved in favour of the Developer/Vendor. However such display of neon sign, hoardings, sign boards or any other installation shall not be in such manner that would in any manner obstruct natural light and air to the Flat/Apartment.

20.15) The period for construction or delivery of possession of the Flat/Apartment by the Developer/Vendor to the Purchaser/s and the compliance of all other obligation by the Developer/Vendor shall always be subject to the fact that the Developer/Vendor is not being prevented by Force Majeure or by reasons and circumstances beyond the control



and capacity of the Landowner and/or Developer/Vendor or due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO. The Developer/Vendor shall strive to it's best to deliver possession of the Flat/Apartment as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the Developer/Vendor, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Developer/Vendor herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Developer/Vendor herein.

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

20.17) The nominated Advocate of the Developer/Vendor herein shall prepare all documents like Agreement for Sale, Deed of Conveyance or any other deeds and documents in respect of the said Flat/Apartment and the Purchaser/s will be responsible to pay the fees of the said Advocate as and when demanded by the Developer/Vendor before execution and/or registration of the said documentations.

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

20.19) The Purchaser/s shall be responsible and liable to pay Goods & Service Taxes, Value Added Tax, cess and all other taxes, levy and imposition applicable at present or in future, in respect of any amounts and outgoings payable by the Purchaser/s and also all penalty, surcharge, interest, cost, charges and expenses arising out of any delay, default or negligence on the part of the Purchaser/s proportionately or wholly as the case may be. The liability of the Purchaser/s to pay the aforesaid outgoings and impositions shall initiate with effect from the date of delivery of possession of the Flat/Apartment by the Developer/Vendor to the Purchaser/s or on the 5<sup>th</sup> day from the date of the Notice for Possession, whichever is earlier.

20.20) All payments mentioned in this Agreement shall, in case the same be monthly payments, be made to the Maintenance-In-Charge within the 7<sup>th</sup> day of each and every month for which the same becomes due, failing of which the Purchaser herein shall bear and pay the compensation, penalty, demurrage and indemnify the Landowner and/or Developer and the Maintenance-In-Charge and all the other Co-owners for all losses,

damages, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Purchaser(s) owing thereto.

20.21) The Purchaser/s shall not commit/permit or to be committed/permitted any form or manner to alter or change any layout in the said Flat/Apartment or in the beams, columns, pillars of the Building passing through the Flat/Apartment 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 Building.

20.22) To allow the Developer/Vendor and its authorized representatives with or without workmen to enter into and upon the Flat/Apartment at all responsible times for construction and completion of the Building for the common purpose and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the Flat/Apartment within 7 (seven) days of giving a Notice in writing by the Developer/ Vendor to the Purchaser/s thereabout. Not to commit or permit any alterations or changes in the exterior of the Building, or fixtures and fittings attached to the exterior thereof e.g. pipes, conduits, cables, wiring, that are serving the Flat/Apartment or any other Unit in or portion of the said Building.

20.23) The Developer/Vendor shall inform the Purchaser/s in writing about its decision, with or without citing the reasons behind such decision. The Developer/Vendor/Landowner hereby reserves the absolute discretionary power for termination for the said presents on grounds of misbehavior, misconduct or any acts or activities of the Purchaser/s, whatsoever in any form or manner that might cause loss of

goodwill, reputation and/or harm the business of the Developer herein. In case of termination/cancelation of Agreement for Sale by the Developer/Vendor, the Purchaser/s herein shall be entitled to receive interest @ 2% (SI) p.a. (applicable from the date of encashment of each Cheque) and the Purchaser/s will not be entitled to the “Cash-Back” that was offered/provided by the Developer/Vendor and the said amount paid towards the GST shall have to be recovered by the Purchaser/s at his/her/ it’s/their own cost and effort from the concerned authority. All calculations regarding the interest shall be calculated till the date of receipt of formal communication regarding the termination. The amount payable by the Developer/Vendor herein may be paid in full or in part/s as per the discretionary decision of the Developer/Vendor herein and the Purchaser/s shall not raise any objection to it in any form or manner.

20.24) In all cases of termination of Agreement for Sale, regardless of whether termination is made at the instance of the Purchaser/s or Developer/Vendor, the Purchaser/s shall have to sign and execute all necessary documents put forth by the Developer/Vendor including Deed of Termination for Sale Agreement. The Purchaser/s shall have to appear in person at the office of the Developer/Vendor to sign and execute all necessary documents in connection to cancellation/termination of Agreement for Sale. The Purchaser/s shall also provide a cancelled Cheque and necessary Bank details including Bank Account Number where the refunded amount would be deposited by the Developer/Vendor. The Developer/Vendor may either deposit the requisite amount payable to the Purchaser/s through RTGS in the Bank Account of the Purchaser/s or through Demand Draft/Pay Order (if opted for by the Purchaser/s) and the expenses/Commission Fee for the Demand Draft/Pay Order shall have to be borne by the Purchaser/s. The Purchaser/s shall be bound to refund all documents involving/concerning the property under consideration and failing of which, the Developer/ Vendor shall not be liable to refund the pecuniary amounts receivable by the Purchaser/s. The Developer/Vendor shall pay the said amounts only after receiving all

concerned documents from the Purchaser/s and on or after execution of the Deed of Termination for Sale Agreement. Any delay in execution of the said Deed of Termination for Sale Agreement or refunding of concerned documents shall be deemed to be the lacunas on the part of the Purchaser/s and the Developer/Vendor shall not be held liable or responsible for the delay caused thereby.

20.25) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, the concerned Gram Panchayat /Municipality/Corporation, West Bengal State Electricity Board or any other Electricity provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Flat/Apartment as well as the user operation and maintenance of lifts, generators, tube-wells, water, electricity, transformers, drainages and other installations and amenities at the said Housing Complex named and styled as “**SWAPNABHUMI SHANTINIKETAN**”.

20.26) The Purchaser/s shall be liable to Pay GST & at such rates as proposed by the Government from time to time and all such taxes that the Purchaser/s is/are liable to as per the provisions of the prevalent laws.

21. **<:GENERAL PROVISIONS:>**

21.1) **MODIFICATIONS**:- The Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties. Provided that where the Developer/ Vendor agrees to modify or amend the Agreement, no such modification or amendment shall be carried out unless the Purchaser pays an amount of Rs. 5000/- (Rupees five thousand only) per change so requested.

21.2) **NON-WAIVER**:- Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

21.3) **ENTIRE AGREEMENT**:- This Agreement together with the duly filled in Application Form along with the Basic Terms and Conditions contained therein and the Allotment Letter constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the clauses and/or Schedules of this Agreement shall have an over-riding effect.

**“SCHEDULE – A”**

**(SAID PREMISES)**

The said premises shall mean, refer and include lands and/or lands to be developed by the Developer/Vendor for the Housing Project named and styled as “**SWAPNABHUMI SHANTINIKETAN**” being all that piece or parcel of land measuring about **24.75** Decimals laying and situated at Mouza – Chariswar, J.L. No. 29, R.S. & L.R. Dag No. **48** , L.R. Khatian No. **1974**, P.S. - K. L. C., within the limits of Beonta 1 No. Gram Panchayet, Dist: 24 PGS (S) and also include the adjacent lands which are being acquired/purchased by the Developer/Vendor in accordance to it’s plan for the said Housing Project. The said lands are free from all encumbrances whatsoever. The Developer/Vendor shall complete the Housing Project in various phases and demarcation & naming of each phase shall be done subsequently.

**“SCHEDULE – B”**

**(SAID PREMISES)**

The Said land means, refers and includes land provided SWAPNABHUMI REALTORS LIMITED for the Housing Project named and styled as “SWAPNABHUMI SHANTINIKETAN” being all that piece or parcel of land measuring about 9.075 Decimals laying and situated at Mouza – Chariswar, J.L. No. 29, R.S. & L.R. Dag No. 48 , L.R. Khatian No. 1974, P.S. - K. L. C., within the limits of Beonta 1 No. Gram Panchayet, Dist: 24 PGS (S).

**“SCHEDULE – C”**

**(SAID PREMISES)**

The Said land means, refers and includes land/s of SWAPNABHUMI REALTORS LIMITED for the Housing Project named and styled as “SWAPNABHUMI SHANTINIKETAN” being all that piece or parcel of land measuring about 9.075 Decimals laying and situated at Mouza – Chariswar, J.L. No. 29, R.S. & L.R. Dag No. 48 , L.R. Khatian No. 1974, P.S. - K. L. C., within the limits of Beonta 1 No. Gram Panchayet, Dist: 24 PGS (S) and shall also include lands from time to time which are being purchased in accordance to it’s plan for the said Housing Project. The said lands are free from all encumbrances whatsoever.

**“SCHEDULE – D”**

**(FLAT/APARTMENT)**

**ALL THAT** piece or parcel of one self - contained residential \_\_\_ BHK Flat having a total area of \_\_\_\_\_ Sq. ft. (covered area of the Flat \_\_\_\_\_ Sq. ft. plus added common covered area of \_\_\_\_\_ Sq. ft.) more or less which includes proportionate share of the Ground Floor pathway (entry to the tower) and total floor lobby entire stair lobby, lift

area, meter room, stair, lift covered at the roof, overhead tank consisting of \_\_\_\_ (\_\_\_\_) Bedroom/s, **1 (one)** Living cum Dining Space with Kitchen, \_\_\_\_ (\_\_\_\_) Toilet/s, \_\_\_\_ (\_\_\_\_) W.C and \_\_\_\_ (\_\_\_\_) Open Terrace on the \_\_\_\_ Floor \_\_\_\_\_side of the Housing Complex known as “**SWAPNABHUMI SHANTINIKETAN**” together with undivided, impartible, proportionate share of the land underneath the said building including all other common service areas, amenities and facilities to be appended thereto in accordance with the Building Plan to be sanctioned hereafter from the competent Authority.

**(PARKING SPACE)**

The parking place to park one medium sized private car/**two wheeler**, **Open/Covered** space measuring about **1677** sq. ft. on the ground floor, (car parking place will be demarcated and numbered on or before execution of the Deed of Conveyance/Date of Possession) within the said Housing Complex named and styled as “**SWAPNABHUMI SHANTINIKETAN**”.

**SCHEDULE - E**

**(PAYMENT PLAN)**

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

| INSTALMENT SCHEDULE | FLEXI PAYMENT PLAN | FLAT | ROW HOUSE |
|---------------------|--------------------|------|-----------|
|                     |                    | G+IV |           |
| 1. Instalment       |                    |      |           |
| 2. Instalment       |                    |      |           |
| 3. Instalment       |                    |      |           |
| 4. Instalment       |                    |      |           |
| 5. Instalment       |                    |      |           |



|                |  |  |  |
|----------------|--|--|--|
| 6. Instalment  |  |  |  |
| 7. Instalment  |  |  |  |
| 8. Instalment  |  |  |  |
| 9. Instalment  |  |  |  |
| 10. Instalment |  |  |  |
| 11. Instalment |  |  |  |
| 12. Instalment |  |  |  |
| 13. Instalment |  |  |  |
| 14. Instalment |  |  |  |

**“SCHEDULE – F”**  
**(SPECIFICATIONS OF THE FLAT/APARTMENT)**

**BRICK WORK:**

RCC framed structure with Block work continue with other in 1:6 cement sand mortar in external wall, 125 mm thick Brick work in 1:4 cement sand mortar in flat partition wall and 125 mm thick AAC Block work 1:5 cement sand mortar with H.B. netting in internal walls.

**PLASTERING:**

20mm thick cement plaster (1:5) to external wall, 15 mm thick cement plaster (1:6) to internal wall and 10 mm thick cement plaster (1:5) to ceiling, beam etc.

**WALL FINISH & PAINTING:**

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

**FLOORING SKIRTING & DADO:**

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

**KITCHEN:**

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

**TOILETS:**

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

**W.C.:**

1 No. Floor mounted commode with 1 no. Bib Cock, be of white in colour.

**STAIRECASE:**

Staircase will be provided with windows for ventilation. Grill Stair railing will be provided MS with wooden Handle. Lift Facia will be made of tiles.

**ELECTRICALS:**

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

### **SANITARY PLUMBING:**

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

UPVC Pipe will be used for outer water lines.

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

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

Septic tank will be constructed as per requirement.

### **ROOF:**

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

**MAIN GATE:**

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

**DOORS:**

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

**WINDOWS:**

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

**M.S. GRILLS:**

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

**LIFT:**

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

**SCHEDULE G**

**(EXTRAS AND DEPOSITS)**

1. The Purchaser/s shall pay to the Developer/Vendor 1.5% of the total Government prescribed Market Value towards the Advocate fees and/or legal charges for preparation of this Agreement for Sale and the Deed of Conveyance by the Advocate appointed by Developer/Vendor (out of which 50% of the payment against legal charges will be paid at the time of execution of this Agreement for Sale and the rest of the payment will be paid at the time of registration of the Deed of Conveyance). Legal Charges including Advocate fees shall be charged separately for registration of Agreement for Sale.

**Legal Charges:-**

|  |  |
|--|--|
| Society Formation of Each Flat                                     |  |
| Legal Charges at the time of this Agreement for Sale               |  |
| Legal Charges at the time of Final Deed of Conveyance Registration |  |
| Legal Charges for Registration                                     |  |

2. In addition to the abovementioned amounts, the Purchaser(s) shall also pay to the Landowner and/or Developer 'interest fee' deposit in addition to the consideration sum and the following amounts as applicable:-

|                        |  |
|------------------------|--|
| CAR PARKING ( COVERED) |  |
| CAR PARKING ( OPEN)    |  |
| BIKE PARKING           |  |

|                           |  |               |  |
|---------------------------|--|---------------|--|
| AMENITIES CHARGES         |  |               |  |
| Wi-Fi Installation charge |  | Fire Fighting |  |

|                        |  |                          |  |
|------------------------|--|--------------------------|--|
| Power Backup           |  | External Development     |  |
| Additional Development |  | External Electrification |  |
| Road Development       |  |                          |  |

**VIEW PLC APPLICABLE**

|                                      |                                    |
|--------------------------------------|------------------------------------|
| Corner Facing Rs ...../- per sq. ft. | Road Facing Rs ...../- per sq. ft. |
|--------------------------------------|------------------------------------|

- (a) In case the Purchaser/s requests any additions or alterations and/or change in the layout or specifications with regard to construction of the said Unit in excess of those specified in this Agreement, then without prejudice to the right of the Landowner and/or Developer to refuse or deny the same, in case the Developer/Vendor, in its sole discretion agree to do the same or any part thereof, the Purchaser/s shall be liable to pay upfront the full costs, charges and expenses for the Developer/Vendor doing the same.
- (b) Security Deposit and the expenses as may be required by West Bengal State Electricity Regulatory Authority or other electricity provider for individual meter in respect of the Designated Unit directly with West Bengal State Electricity Regulatory Authority or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
- (c) All Stamp Duty, Registration Fees and Allied Expenses on Execution and Registration of this Agreement for Sale and of the Sale Deed or Deeds and other documents to be executed and/or registered in pursuance hereof.
- (d) Service Tax, GST or any other statutory charges/taxes/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof

and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser/s in respect of the Designated Unit.

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

**SIGNED, SEALED AND DELIVERED**

By the Parties at Kolkata

in the presence of:-

1.

2.

-----  
**SIGNATURE OF THE DEVELOPER/VENDOR**

-----  
**SIGNATURE OF THE PURCHASER/S**

**RECEIPT**

**RECEIVED** from the within named Purchaser/s the within mentioned sum of Rs.  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as an earnest/advance money



including proportionate Goods & Service Tax under this Agreement for Sale as per Memo of Consideration herein below:-

**MEMO OF CONSIDERATION**

| <b>SL. No.</b>     | <b>Cheque No./ Cash</b> | <b>Bank &amp; Branch</b> | <b>Date</b> | <b>Principal Amount (Rs.)</b> | <b>GST Amount (Rs.)</b> |
|--------------------|-------------------------|--------------------------|-------------|-------------------------------|-------------------------|
|                    |                         |                          |             |                               |                         |
|                    |                         |                          |             |                               |                         |
|                    |                         |                          |             |                               |                         |
|                    |                         |                          |             |                               |                         |
| <b>TOTAL</b>       |                         |                          |             |                               |                         |
| <b>GRAND TOTAL</b> |                         |                          |             |                               |                         |

(Rupees \_\_\_\_\_ only)

**WITNESSES:**

1.

2.

-----  
**SIGNATURE OF THE DEVELOPER/VENDOR**