

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this the                      day of  
Two Thousand and Eighteen (2018).

### **B E T W E E N**

**M/S. GREENTOUCH PROJECTS LIMITED (having Pan AADCG9096Q)**,  
a Company incorporated under the Companies Act, 1956, having its registered

office at Premises No. P-164/1, First Floor, C.I.T. Road, Scheme – VIIM, near Sony World, Ultadanga, Kolkata – 700 054, District – South 24 Parganas, being represented by its constituted Attorney namely **M/S. STAR ABASAN PRIVATE LIMITED (having Pan AALCS9054J)**, a Company incorporated under the Companies Act, 1956, (a unit of **LUNDIA GROUP**), having its registered office at Premises No. 264B, B.B. Ganguly Street, Post Office & Police Station – Bowbazar, Kolkata – 700 012, District – Kolkata and Branch Office at Premises No. 444, Dum Dum Park (Ground floor), Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, District – North 24-Parganas, being represented by its Director namely **SRI SHYAMAL DEY (having Pan ADPPD7160C)**, son of Sri Bhabesh Chandra Dey, empowered and authorized by virtue of a Development Power of Attorney dated 31<sup>st</sup> day of July, 2013 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, CD Volume No. 21, Pages 4954 to 4968, Being No. 09006 for the year 2013, hereinafter called and referred to as the “**VENDOR**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **FIRST PART**

**A N D**

**M/S. STAR ABASAN PRIVATE LIMITED (having Pan AALCS9054J)**, a Company incorporated under the Companies Act, 1956, (a unit of **LUNDIA GROUP**), having its registered office at Premises No. 264B, B.B. Ganguly Street, Post Office & Police Station – Bowbazar, Kolkata – 700 012, District – Kolkata and Branch Office at Premises No. 444, Dum Dum Park (Ground floor), Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055, District – North 24-Parganas, being represented by its Director namely **SRI SHYAMAL DEY (having Pan ADPPD7160C)**, son of Sri Bhabesh Chandra Dey, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**

**A N D**

(1) **SRI/SMT** ....., (having Pan .....), son/wife of ....., by faith – ....., by nationality – Indian, by occupation – ..... and (2) **SRI/SMT**..... (having Pan .....), son/wife of Sri ....., by faith – ....., by nationality – Indian, by occupation – ....., both residing at Premises No. ....., Post Office – ....., Police Station – ....., Kolkata – ....., District – ....., hereinafter jointly and/or severally called and referred to 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/their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

The Vendor, the Developer and Purchaser(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**SECTION – I # DEFINITIONS**

**PART – I**

For the purpose of this Agreement for Sale, unless the context otherwise requires –

- a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "**Section**" means a section of the Act.

**PART – II**

- (i) "**Added Areas**" shall mean any land or landed properties adjacent to or adjoining the Premises or any part thereof that may from time to time be linked with the said Premises particularly mentioned and described in the **First Schedule** hereunder written in terms of **Clause No. 10.1.3** of this Agreement;
- (ii) "**Appurtenances**" shall mean the appurtenances to the designated Flat/Unit/Apartment mentioned in **Part – II** of the **Second Schedule** hereunder written being the said share in the land;
- (iii) "**Association**" shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co- owners for the Common Purposes;
- (iv) "**Building Premises**" shall mean and include the said Premises and the New Building/Project with the Common Areas and installations and may include the added areas in the eventuality and on the terms and conditions as contained in **Clause No. 10.1.3** below;
- (v) "**Building Plan**" shall mean the plan for construction of the New Building/Project sanctioned by the North Dum Dum Municipality on **07.08.2014** Vide **Building Plan No. 506 of 2014–2015** and include all sanction-able modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architect and/or the concerned authorities;
- (vi) "**Common Areas and Installations**" shall according to the context mean and include the areas installations and facilities at the New Building/Project and the said Premises as mentioned and specified in **Part – I** of the **Third Schedule** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser(s) in common with the Vendor and/or Developer and/or other persons permitted by the Developer and save and expect the same, no other part or portion of the New Building/Project or the said Premises shall be claimed to be part of the Common Areas and

- Installations by the Purchaser(s) either independently or jointly with any other Co-owner/s;
- (vii) “**Common Expenses**” shall mean and include all expenses for the Common Purposes including those mentioned in the **Fourth Schedule** hereunder written.
- (viii) “**Common Purposes**” shall mean and include the purposes of managing, maintaining and up-keeping the said Premises and the New Building/Project 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(s)/Unit(s) exclusively and the Common Areas and Installations in common;
- (ix) “**Co-owners**” shall mean all the Purchaser(s) who from time to time has/have purchased or agreed to purchase any Flat/Unit/Apartment and taken possession of such Flat/Unit/Apartment including the Vendor for those Units not alienated or agreed to be alienated by the Vendor and/or the Developer;
- (x) “**The Building/Project**” shall mean the Building/Project in which the Flat/Unit/Apartment agreed to be purchased by the Purchaser(s) is situated.
- (xi) “**Designated Flat/Unit/Apartment**” shall mean the Flat/Unit/Apartment described in **Part – I** of the **Second Schedule** hereunder written;
- (xii) “**Maintenance-In-Charge**” shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes means **M/s. Star Abasan Pvt. Ltd.** in terms of the **Clause No. 8** and its **Sub Clauses**;
- (xiii) “**New Building/Project**” shall for the time being mean the one individual Building/Project to be constructed by the Developer from time to time at the said Premises;
- (xiv) “**Purchaser(s)**” shall mean one or more Purchaser(s) named above and include:-
- a. In case of an individual, his/her heirs, executors, administrators, legal representatives and/or assigns;
  - b. In case of a Hindu Undivided Family, its members for the time being their respective heirs, executors, administrators, legal representatives and/or assigns;
  - c. In case a Partnership Firm, its Partners for the time being, their respective heirs, executors, administrators, legal representatives and/or assigns;
  - d. In a case of a Company, its 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, executors, administrators, legal representatives, as the case may be, and/or assigns;.

- (xv) "**Said Premises**" shall mean the property described in the **First Schedule** hereunder written;
- (xvi) "**Said share in the land**" shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the said Building/Project;
- (xvii) "**Flats/Units**" shall mean the independent and self-contained Flats/Units and other constructed spaces in the New Building/Project at the said Premises capable of being exclusively held or occupied by the Purchaser(s);
- (xviii) "**Vendor**" shall mean the above named **M/s. Greentouch Projects Ltd.** and include its successors-in-office and/or assigns.
- (xix) Words importing **Masculine Gender** shall according to the context mean and construe **Feminine Gender** and/or **Neuter Gender** as the case may be similar words importing **Feminine Gender** shall mean and construe **Masculine Gender** and/or **Neuter Gender**; Likewise words importing **Neuter Gender** shall mean the construe **Masculine Gender** and/or **Feminine Gender**;
- (xx) Words importing **Singular Number** shall according to the context mean and construe the **Plural Number** and vice versa. Similarly words importing **Singular Number** shall include the **Plural Number** and vice versa;

**SECTION – II # RECITALS:**

- a) **WHEREAS** the Vendor is seized and possessed of the said Premises. The facts about the devolution of the title in respect of the said Premises is as follows:-
  - A1. **Re: ALL THAT** piece or parcel of a plot of land hereditaments and premises containing by estimation an area of **30 (Thirty) Cottahs 10 (Ten) Chittacks** be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 147, Janapath Sarani (old Holding No. 124, Janapath Sarani), Kolkata – 700 065 at Mouza – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 2163 comprised in a part of R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22, Additional District Sub Registration Office at Cossipore Dum Dum in the District of North 24-Parganas particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as "**THE SAID PREMISES**".
- a) By a Bengali Kobala dated 5<sup>th</sup> day of September, 1979 made between (1) Sri Binod Bihari Sengupta, (2) Sri Ajit Kumar Sengupta and (3) Sri Ranjit Kumar Sengupta therein jointly called as the Vendors of the One Part and Sri Samar Kumar Saha therein called as the Purchaser of the Other Part and duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 120, Pages 236 to 240, Being No. 6344 for the year 1979, the said Sri Binod Bihari Sengupta and two others for the consideration therein mentioned indefeasibly granted, sold, transferred, conveyed, assign and assured unto and in favour of the

said Sri Samar Kumar Saha ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks be the same a little more or less lying situate at Mouza – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 2163 comprised in a part of R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta in the District of North 24-Parganas particularly mentioned and described in the Schedule thereunder written absolutely and forever.

- b) Thereafter the said Sri Samar Kumar Saha mutated his name in respect thereof in the records of the North Dum Dum Municipality in Ward No. 29 as a true and lawful Owner on payment of relevant taxes thereof to the said Municipal Authority and accordingly upon mutation the said Municipal Authority assessed the said plot of land as Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 under the Police Station of Nimta in the District of North 24 Parganas.
- c) By virtue of an Indenture dated 18<sup>th</sup> day of January, 2007 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 29, Pages 83 to 94, Being No. 1003 for the year 2007, the said Sri Samar Kumar Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 10 (ten) Chittacks be the same a little more or less together with a tin shed structure thereon out of the said total area 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks including all easement rights and appurtenances thereto being the Western portion of the said Municipal Holding No. 124, Janapath Sarani), Kolkata – 700 065 more particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of Sri Pramod Lundia and Sri Shyamal Dey, Partners of M/s. Star Shelter free from all encumbrances whatsoever.
- d) Subsequently by virtue of a Deed of Conveyance dated 26<sup>th</sup> day of September, 2012 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 23, Pages 2482 to 2498, Being No. 09876 for the year 2012, the said Sri Pramod Lundia and Sri Shyamal Dey, Partners of the said M/s. Star Shelter indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 10 (ten) Chittacks be the same a little more or less together with a tin shed structure measuring 4000 Sq.ft. thereon including all easement rights and appurtenances thereto being the Western portion of the said Municipal Holding No. 124, Janapath Sarani), Kolkata – 700 065 more particularly mentioned and described in the

Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Vendor herein M/s. Greentouch Projects Limited free from all encumbrances whatsoever.

- e) By virtue of another Indenture dated 07<sup>th</sup> day of August, 2007 duly registered in the office of the District Sub-Register – I, North 24-Parganas at Barasat in Book No. I, CD Volume No. 2, Pages 5547 to 5562, Being No. 03871 for the year 2007, the said Sri Samar Kumar Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 19 (Nineteen) Cottahs be the same a little more or less together with a tin shed structure thereon out of the said total area 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks including all easement rights and appurtenances thereto being the Eastern portion of the said Municipal Holding No. 124, Janapath Sarani), Kolkata – 700 065 more particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of Sri Pramod Lundia and Sri Shyamal Dey, Partners of the said M/s. Star Shelter, Sri Mahesh Agarwal, Sri Dinesh Kumar Agrawal and Sri Sajjan Agrawal free from all encumbrances whatsoever.
- f) Thereafter the said Sri Pramod Lundia and others jointly mutated their names in respect thereof the said land containing by estimation a total area of 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks in the records of the North Dum Dum Municipality on payment of relevant taxes thereof to the said Municipal Authority and upon mutation the said Municipal Authority reassessed the said land as Municipal Holding No. 147, Janapath Sarani, Kolkata – 700 065 under **Holding ID No. 45019**.
- g) Subsequently by virtue of a Deed of Conveyance dated 26<sup>th</sup> day of September, 2012 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 23, Pages 2499 to 2514, Being No. 09877 for the year 2012, the said Sri Pramod Lundia and Sri Shyamal Dey, Partners of the said M/s. Star Shelter, Sri Mahesh Agarwal, Sri Dinesh Kumar Agrawal and Sri Sajjan Agrawal indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 19 (nineteen) Cottahs be the same a little more or less together with a tin shed structure measuring 5000 Sq.ft. thereon including all easement rights and appurtenances thereto being the Eastern portion of the said Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 more particularly mentioned described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Vendor herein the said M/s. Greentouch Projects Limited free from all encumbrances whatsoever.

- h) By virtue of the said two Deeds of Conveyance on even date the Vendor herein the said M/s. Greentouch Projects Limited thus became the absolute Owner and seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said two plots of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation a total area of **30 (thirty) Cottahs 10 (ten) Chittacks** be the same a little more or less together with structure thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 147, Janapath Sarani (old Holding No. 124, Janapath Sarani), Kolkata – 700 065 at Mouza – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 2163 comprised in R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22 in the District of North 24-Parganas particularly mentioned and described in the **First Schedule** hereunder written free from all encumbrances, charges, liens, lispendens, attachments, claims and demands in any manner whatsoever.
- i) Thereafter by virtue of a Development Agreement dated 31<sup>st</sup> day of July, 2013 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 21, Pages 4842 to 4872, Being No. 09001 for the year 2013 made between the Vendor herein therein referred to as the Owner of the One Part and M/s. Star Abasan Private Limited herein therein referred to as the Developer of the Other Part, the said Owner being the Vendor herein granted the exclusive right of development in respect of the entirety of the said Premises unto and in favour of the Developer herein for the purpose of construction of a multi storied Building/Project thereon at the cost of the Developer comprising of self contained flats, car parking spaces and other constructed areas for selling out the same and/or every part or any part thereof pertaining to the Developer's Allocation on ownership basis to the intending Purchasers on the terms and conditions as contained and recorded in the said Development Agreement.
- j) Thereafter necessary Development Power of Attorney dated 31<sup>st</sup> day of July, 2013 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 21, Pages 4954 to 4968, Being No. 09006 for the year 2013 executed by the Vendor herein the said M/s. Greentouch Projects Ltd. unto and in favour of the said M/s. Star Abasan Pvt. Ltd. the Developer herein empowering and authorising them to sell the flats/units/car parking spaces and all other areas togetherwith undivided impartible proportionate share of land in the said Premises and to do all other acts, deeds and things as contained in the said Development Power of Attorney.
- k) Subsequently a Supplementary Development Agreement with Modification dated 17<sup>th</sup> day of September, 2014 duly registered in the office of the



Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 24, Pages 8235 to 8245, Being No. 09873 for the year 2014 made between the Vendor herein therein referred to as the Owner of the One Part and M/s. Star Abasan Private Limited herein therein referred to as the Developer of the Other Part specifying the Owner's allocation area and Developer's allocation area with other necessary modification.

- 1) The development work and construction of the said multi-storied Building/Project known as "**STAR GREEN TOWER**" lying situate at and being Municipal Holding No. 147, Janapath Sarani (old Holding No. 124, Janapath Sarani), Kolkata – 700 065 at Mouza – Dakshin Nimta, J. L. No. 8 comprised in R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22 in the District of North 24 Parganas is nearing completion in terms of the said Development Agreement and in accordance with the said sanctioned **Building Plan No. 506 of 2014–2015 dated 07.08.2014** of the North Dum Dum Municipality and **Specifications** mentioned in the **Third Schedule Part – II** written hereunder.
- A2. a) The Developer is fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the right, title and interest of the Developer regarding the said Premises on which the said new Building/Project is to be constructed and will be completed.
- b) The North Dum Dum Municipality has granted the Commencement Certificate to develop the said Building/Project vide approval dated ..... bearing Registration No. **N.A**
- c) The Developer herein has obtained the final layout plan, sanctioned building plan, specifications and approvals for the said Building/Project and also for the Flat/Unit/Apartment from the North Dum Dum Municipality and the Developer agrees and undertakes that it shall not make any changes to the approved plan except in strict compliance with **Section 14** of the Act and other Laws as applicable.
- d) The Developer has registered the said Building/Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under Registration No. ....
- e) The Purchaser(s) had applied for a Flat/Unit/Apartment in the said Building/Project vide Application No. .... dated ..... and has/have been allotted a Flat/Unit/Apartment No. .... having a Carpet Area of ..... (**.....**) **Sq.ft.** on the ..... **Floor** of the said building/project lying situate at and being Municipal Holding No. 147, Janapath Sarani (old Holding No. 124, Janapath Sarani), Kolkata – 700 065 under the Police Station of Nimta within the limits of the North Dum Dum Municipality in the District of North 24 Parganas, as

permissible under the applicable law and of *pro rata* share in the common areas as defined under **Clause (m) of Section 2** of the Act (hereinafter referred to as the “Flat/Unit/Apartment” more particularly mentioned and described in the **Second Schedule Part – I** hereunder written and the **Floor Plan** of the said Flat/Unit/Apartment **is** annexed hereto).

- f) The Parties herein have gone through all the terms and conditions set out in this Agreement for Sale and understood the mutual rights and obligations detailed herein :
- i) The Purchaser(s) has/have independently examined and verified or caused to be examined and verified, inter alia, the following and has/have fully satisfied himself/herself/themselves about the same:
    - ii) The Title of the Vendor in respect of the said Premises;
    - iii) The Sanctioned Plan of the said Building/Project;
    - iv) The Carpet area of the said Flat/Unit/Apartment;
    - v) The Specifications and Common Portions of the said Building/Project;
    - vi) The respective rights, interest and entitlements of the Vendor, the Developer and the Purchaser(s) under this Agreement for Sale.
  - g) The Parties hereby confirm that they are signing this Agreement for Sale with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Building/Project.
  - h) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement for Sale and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions as appearing hereinafter.
  - i) In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between this Parties, the Developer hereby agrees to sell and the Purchaser(s) hereby agree/s to purchase ALL THAT piece or parcel of one self contained residential Flat/Unit/Apartment No. .... having a carpet area of ..... (**.....**) **Sq.ft.** on the ..... **Floor** of the said Building/Project lying situate at and being Municipal Holding No. 147, Janapath Sarani (old Holding No. 124, Janapath Sarani), Kolkata – 700 065 under the Police Station of Nimta within the limits of the North Dum Dum Municipality in the District of North 24 Parganas as mentioned hereinabove.

**SECTION – III # AGREEMENT:**

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other goods and valuable consideration the Parties herein do and each of them doth hereby agree as follows :-

**1. TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement for Sale, the Vendor and/or the Developer agree/s to sell to the Purchaser(s) and the Purchaser(s) hereby agree/s to purchase the said designated Flat/Unit/Apartment as mentioned hereinabove.

1.2 The Total Price for the designated Flat/Unit/Apartment based on the Carpet area is of **Rs. ..../- (Rupees .....)** only.

Block No. _____ Flat/Unit/Apartment No. ..... ..... <b>Floor</b>	Rate of the said designated Flat/Unit/Apartment @ <b>Rs.</b> ...../- per <b>Sq.ft.</b>
Total Price (in Rupees)	<b>Rs. ..../-</b>

Morefully mentioned and described in the Payment Plan of the **Eighth Schedule** hereunder written.

1.3 In addition to the above all other payments shall be payable by the Purchaser(s) as mentioned in **Part – I & Part – II** of the **Sixth Schedule** hereunder written.

1.4 The Total Price is escalation-free, save and except increases which the Purchaser(s) hereby agree/s to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and the Developer undertakes and agree/s that while raising a demand on the Purchaser(s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the Demand Letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

1.5 The Purchaser(s) shall make all the payments as per the Payment Plan set out in the **Eighth Schedule** hereunder written.

1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plan, layout plan and specifications and the nature of fixtures, fittings and amenities described in the **Fourth** and **Fifth Schedule** hereunder written in respect of the said designated Flat/Unit/Apartment, as the case may be, without the previous written consent of the Purchaser(s) as

per the Provisions of the Act **PROVIDED THAT** the Developer may make such additions or alterations as may be required by the Purchaser(s) or such minor changes or alterations if permitted under the Provisions of the Act.

- 1.7 The Developer shall confirm to the final Carpet Area that has been allotted to the Purchaser(s) after completion of the construction of the said Building/Project and the Occupancy Certificate will be granted by the competent authority, by furnishing details of the changes, if any in the Carpet Area and the total price payable for the Carpet Area shall be recalculated upon confirmation by the Developer, if there is reduction in the Carpet Area then the Developer shall refund the excess money paid by Purchaser(s) within **45 (Forty Five) days** from the date when such an excess amount was paid by the Purchaser(s) and similarly if there is any increase in the Carpet Area of the designated Flat/Unit/Apartment allotted to the Purchaser(s), the Developer may demand that from the Purchaser(s) as per the next milestone of the payment plan as provided in the **Eighth Schedule** hereunder and all these monetary adjustments shall be made at the same rate per Sq.ft. as agreed in **Clause No. 1.2** of this Agreement for Sale.
- 1.8 Subject to **Clause No. 9.3** the Developer agrees and acknowledges, the Purchaser(s) shall have the right to the said designated Flat/Unit/Apartment as mentioned below :
  - (i) The Purchaser(s) shall have exclusive ownership of the said designated Flat/Unit/Apartment.
  - (ii) The Purchaser(s) shall also has/have undivided proportionate share in the Common Areas. Since the share or interest of the Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Purchaser(s) shall use the Common Areas alongwith other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them and it is clarified that the Developer shall handover the common areas to the Association of Purchaser(s) after its formation and duly obtaining the Completion Certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the said designated Flat/Unit/Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said designated Flat/Unit/Apartment, Lift(s), Water line and Plumbing, finishing with Paint, Marbles, Tiles, Doors, Windows, Fire detection and Fire fighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), maintenance charges as per **Clause No. 11** etc. and includes cost for providing all other facilities, amenities and specifications to be

provided within the designated Flat/Unit/Apartment and the said Building/Project.

- (iv) The Purchaser(s) has/have the right to visit the said Building/Project site to assess the extent of development of the said Building/Project and his/her/their designated Flat/Unit/Apartment, as the case may be.

1.9 It is made clear by the Developer and the Purchaser(s) that the said designated Flat/Unit/Apartment shall be treated as a single indivisible Flat/Unit/Apartment for all purposes and it is agreed that the said Building/Project is an independent and self-contained Building/Project covering the said land comprised of the said Premises and is not a part of any other Building/Project or zone and shall not form a part of and/or linked/combined with any other Building/Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) and it is further clarified that Building's/Project's facilities and amenities shall be available only for use and enjoyment of all the Purchaser(s) of the said Building/Project.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the said designated Flat/Unit/Apartment to the Purchaser(s) and which will be collected from the Purchaser(s) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Building/Project). If the Developer fails to pay all or any of the outgoings collected by **it** from the Purchaser(s) or any liability, mortgage loan and interest thereon before transferring the said designated Flat/Unit/Apartment to the Purchaser(s), the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable.

1.11 The Purchaser(s) has/have paid a sum of Rs. ....../- (Rupees ..... only) as booking amount being a part payment towards the total price of the said designated Flat/Unit/Apartment at the time of application and the receipt of which the Developer hereby acknowledges and the Purchaser(s) hereby agree/s to pay the remaining price of the said designated Flat/Unit/Apartment as prescribed in the Payment Plan of the **Eighth Schedule** written hereunder as may be demanded by the Developer within the time and in the manner specified therein **PROVIDED THAT** if the Purchaser(s) delay/s in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate prescribed in the Rules.

**2. DESIGNATED FLAT/UNIT/APARTMENT AND APPURTENANCES :**

- 2.1 The Vendor and the Developer herein jointly have agreed to sell to the Purchaser(s) and the Purchaser(s) has/have agreed to purchase **ALL THAT** designated Flat/Unit/Apartment togetherwith the appurtenances at the consideration and on the terms and conditions herein after contained.
- 2.2 The designated Flat/Unit/Apartment and its appurtenances shall be one Lot and shall not be dismembered and/or disassociated in any manner and the Purchaser(s) shall not be entitled to claim any partition of the said share comprised in the land of the said Premises.
- 2.3 The ownership and enjoyment of the designated Flat/Unit/Apartment and the appurtenances by the Purchaser(s) shall be subject to payment of the Taxes and Outgoings and observance, fulfillment and performance of the Rules and Regulations as more fully contained in the **Fifth Schedule Part – I & Part – II** hereunder written.
- 2.4 The sale of the designated Flat/Unit/Apartment shall be in a state free from all encumbrances created or made by the Vendor and/or the Developer.
- 2.5 **Parking Space** : In case the Purchaser(s) has/have applied for space for parking motor car/two wheeler, the space for such parking shall be subject to the following Conditions:-
  - (i) The Purchaser(s) shall not park any motor car, two wheeler or any other vehicle at any other place in the said Premises (including at the open spaces at the said Premises);
  - (ii) The Purchaser(s) shall use the Parking Space, only for the purpose of parking of his/her/their medium sized motor car and/or two wheeler, as the case may be.
  - (iii) No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (iv) The Purchaser(s) shall not park any vehicle of any description anywhere within the said Building/Project save only at the place, if agreed to be granted to him/her/them.
  - (v) The Purchaser(s) shall not grant, transfer, let out or part with possession of the Parking Space independent of the Designated Flat/Unit/Apartment nor vice versa, with only exception being that the Purchaser(s) may transfer the Parking Space independent of the other to any other Co-owner of the said Building/Project and none else.
- 2.6 In case the Purchaser(s) has/have not been agreed to purchase any Parking Space, the Purchaser(s) shall not park any motor car, two wheeler or any

other vehicle at any place in the said Premises (including at the open spaces at the said Premises) nor claim any right to park his/her/their any motor car, two wheeler or any other vehicle in any manner whatsoever or howsoever.

**3. PAYMENTS BY THE PURCHASER(S) :**

- 3.1 **Consideration:** The consideration for sale of the said designated Flat/Unit/Apartment and its appurtenances shall be the sum mentioned in the **Seventh Schedule** hereunder written calculated in the manner mentioned hereinabove.
- 3.2 **Extras :** The Purchaser(s) shall, in addition to the consideration mentioned herein, pay to the Developer the non refundable amounts on several accounts envisaged and mentioned in **Part – I** of the **Sixth Schedule** hereunder written.
- 3.3 **Deposits :** The Purchaser(s) shall also pay and deposits and keep deposited with the Developer the amounts on several accounts mentioned in **Part – II** of the **Sixth Schedule** hereunder written to be held by the Developer as interest free security deposits until its transfer in terms hereof. In the event of any default by the Purchaser(s) in making payment of any outgoing or taxes in respect of the designated Flat/Unit/Apartment, the Developer shall be at liberty to pay/adjust the amounts under default out of the said deposits. Immediately upon any such payment/adjustment the Purchaser(s) shall make up for such amount by making fresh deposit of such amount alongwith interest thereon in terms hereof. Any such payment/adjustment by the Developer shall be without prejudice to the other rights and remedies of the Developer hereunder.
- 3.4 The consideration shall be paid by the Purchaser(s) to the Developer as per the Payment Plan as mentioned in the **Eighth Schedule** hereunder written. The payment of any installment mentioned in the Payment Plan shall be made by the Purchaser(s) within **7 (Seven) days** of receiving of Notice from the Developer demanding the same. Unless otherwise expressly mentioned herein, all Extras and Deposits shall be paid by the Purchaser(s) to the Developer within **15 (Fifteen) days** of receiving the Notice for Possession and before taking possession of the designated Flat/Unit/Apartment. In case as on the date of the Developer issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Developer shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Developer to claim any Extra or Deposit at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Developer deliver the possession of the designated Flat/Unit/Apartment without receiving the same and the Purchaser(s) shall be liable to pay all such amounts within **15 (Fifteen) days** of receiving a Notice from the Developer in this behalf.

- 3.5 The Developer hereby expressly notify the Purchaser(s) that until any instruction to the contrary given by the Developer 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 Developer the said **M/s. Star Abasan Pvt. Ltd.** and any receipt given by the said **M/s. Star Abasan Pvt. Ltd.** shall be binding herein.
- 3.6 Time for payment of all or any amounts by the Purchaser(s) hereunder shall be as of essence to the contract.
- 3.7 In case the Purchaser(s) commit/s any delay or default in payment of any installment as mentioned in the Payment plan as per the **Eighth Schedule** or in payment of any amount of Extras or Deposits, the Purchaser(s) shall pay interest @**1.50% per month** or part thereof on the amount in question. The Developer shall have the right to adjust from any further payments made by the Purchaser(s) firstly the accrued interest payable by the Purchaser(s).

**4. COMMON AREAS AND INSTALLATIONS :**

- 4.1 The said Building/Project shall contain the Common Areas and Installations as specified in **Part – I** of the **Third Schedule** hereunder written subject to such variations as the Developer may from time to time make therein. The Purchaser(s) shall have the right to use the Common Areas and Installations in common with the Vendor and/or the Developer and other Co-owners and Installations shall, however, be subject to the payment of the Taxes and Outgoings and observance of the Rules and Regulations framed by the Developer from time to time (including those mentioned in the **Fifth Schedule** hereunder written).
- 4.2 Save those expressed or intended by the Developer to form part of the Common Areas and Installations, no other part or portion of the said Building/Project or the Premises shall be claimed to be part of the Common Areas and Installations by the Purchaser(s) either independently or in common with any other Co-owners.

**5. MODE OF PAYMENT :**

Subject to the terms of this Agreement for Sale and the Developer abiding by the construction milestones, the Purchaser(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan of the **Eight Schedule** hereunder written through A/c. Payee Cheque/Demand Draft/Banker's Cheque or Online Payment in favour of the said **M/s. Star Abasan Pvt. Ltd.** payable at Kolkata.

**6. COMPLIANCE OF LAWS RELATING TO REMITTANCES :**



- 6.1 The Purchaser(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permissions and approvals which would enable the Developer to fulfil its obligations under this Agreement for Sale. Any refund, transfer of security, if provided in terms of this Agreement for Sale shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and the Purchaser(s) understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 6.2 The Developer accepts no responsibility in regard to matters specified in **Clause No. 6.1** above, the Purchaser(s) shall keep the Developer fully indemnified and harmless in this regard and whenever there is any change in the residential status of the Purchaser(s) subsequent to the signing of this Agreement for Sale. It shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws and the Developer shall not be responsible towards any Third Party making payment/remittances on behalf of any Purchaser(s) and such Third Party shall not have any right in the application/allotment of the said designated Flat/Unit/Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser(s) only.

**7. ADJUSTMENT/APPROPRIATION OF PAYMENTS :**

The Purchaser(s) authorize/s the Developer to adjust appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Purchaser(s) against the said designated Flat/Unit/Apartment, if any, in his/her/their name and the Purchaser(s) undertake/s not to object/demand/direct the Developer to adjust his/her/their payments in any manner.

**8. TIME IS ESSENCE :**

The Developer shall abide by the time schedule for completing the Building/Project as disclosed at the time of registration of the Building/Project with the Authority and towards handing over khas peaceful possession of the said designated Flat/Unit/Apartment to the Purchaser(s) and the common areas to the Association of Purchaser(s) or the Competent Authority, as the case may be, subject to Force Majeure as described in

**Clause No. 10.1** and similarly the Purchaser(s) shall pay all accounts payable as per Payment Plan of the **Eighth Schedule** hereunder written as and when due and demanded.

**9. CONSTRUCTION OF THE BUILDING/PROJECT/FLAT/UNIT/APARTMENT :**

The Purchaser(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the said designated Flat/Unit/Apartment and accepted the floor plan, payment plan, specifications, amenities and facilities as mentioned in different Schedule annexed along with this Agreement for Sale which has been approved by the Competent Authority as represented by the Developer and the Developer shall develop the Building/Project in accordance with the said layout plan, floor plan, specifications, amenities and facilities subject to the terms in this Agreement for Sale and the Developer undertakes to strictly abide by such plan approved by the Competent Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authority and shall not have an option to make any variation/alteration/modification in such plan other than in the manner provided under the Act and breach of this term by the Developer shall constitute a material breach of this Agreement for Sale.

**10. POSSESSION OF THE FLAT/UNIT/APARTMENT :**

10.1 **Schedule for Possession** of the said designated Flat/Unit/Apartment. The Developer agrees and understands that timely delivery of possession of the said designated Flat/Unit/Apartment to the Purchaser(s) and the common areas to the Association of Purchaser(s) or the Competent Authority, as the case may be, is the essence of this Agreement for Sale and the Developer assures to hand over possession of the said designated Flat/Unit/Apartment alongwith ready and complete common areas with all specifications, amenities and facilities of the Building/Project not later than **48 (Forty Eight) Months** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and with Application of Booking Form. If, however, the completion of the said Building/Project is delayed due to the Force Majeure conditions then the Purchaser(s) agree/s that the Developer shall be entitled to the extension of time for delivery of possession of the said designated Flat/Unit/Apartment.

10.2 **Procedure for taking possession** – The Developer upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the designated Flat/Unit/Apartment to the Purchaser(s) in terms of this Agreement for Sale to be taken within **2 (Two) Months** from the date of issue of Occupancy Certificate. **PROVIDED THAT** in the absence of local law, the Conveyance Deed in favour of the Purchaser(s) shall be carried out by the Developer within **3 (Three) Months** from the date of issue of the said Occupancy Certificate and the Developer agrees and undertakes

to indemnify the Purchaser(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser(s) after taking possession, agree/s to pay the maintenance charges as determined by the Developer/Association of Purchaser(s), as the case may be, after the issuance of the Completion Certificate for the said Building/Project. The Developer shall hand over the Occupancy Certificate of the said designated Flat/Unit/Apartment, as the case may be, to the Purchaser(s) at the time of Conveyance of the same.

- 10.3 **Failure of the Purchaser(s) to take Possession of the designated Flat/Unit/Apartment** – Upon receiving a written intimation from the Developer as per **Clause No. 10.2**, the Purchaser(s) shall take possession of the said designated Flat/Unit/Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement for Sale and the Developer shall give possession of the designated Flat/Unit/Apartment to the Purchaser(s). In case the Purchaser(s) fail/s to take possession within the time provided in **Clause No. 10.2** such Purchaser(s) shall continue to be liable to pay interest on due payments and maintenance charges as specified in **Clause No. 10.2**.
- 10.4 **Possession by the Purchaser(s)** – After obtaining the Occupancy Certificate and handing over physical possession of the said designated Flat/Unit/Apartment to the Purchaser(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas to the Association of Purchaser(s) or the Competent Authority, as the case may be.
- 10.5 **Cancellation by the Purchaser(s)** – The Purchaser(s) shall have the right to cancel/withdraw his/her/their allotment in the Building/Project as provided in the Act:
- PROVIDED THAT** where the Purchaser(s) propose/s to cancel/withdraw from the Building/Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser(s) shall be refunded by the Developer to the Purchaser(s) within **45 (Forty Five) days** of such cancellation,
- 10.6 **Compensation** : The Developer shall compensate the Purchaser(s) in case of any loss caused to him/her/them due to defective title of the land on which the said Building/Project is being developed or has been developed in the manner as provided under the Act and the claim for compensation under the provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the designated Flat/Unit/Apartment (i) in accordance with the terms of this Agreement for Sale duly completed by the date specified in **Clause No. 10.1** or (ii) due to

discontinuance of its business as a Developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable on demand to the Purchaser(s) in case the Purchaser(s) wish/s to withdraw from the Building/Project without prejudice to any other remedy available to refund the total amount received by the Developer in respect of the said designated Flat/Unit/Apartment including compensation if any in the manner as provided under the Act within **45 (Forty Five) days** of it becoming due.

**11. CONSTRUCTION AND DELIVERY :**

- 11.1 The sale of the said designated Flat/Unit/Apartment shall be as a finished Flat/Unit/Apartment to be constructed and completed by the Developer in the manner and to the extent mentioned in this Agreement for Sale and the relationship between the Developer and the Purchaser(s) shall be strictly as Seller and Buyer(s) of the said designated Flat/Unit/Apartment and its Appurtenances. Until the delivery of possession of the said designated Flat/Unit/Apartment upon payment of the consideration and all other amounts in full by the Purchaser(s) to the Developer in terms hereof all right, title and interest in the said designated Flat/Unit/Apartment shall remain vested to the Developer.
- 11.2 The Developer shall, subject to force majeure, construct the said designated Flat/Unit/Apartment in accordance with the specifications mentioned in **Part – II** of the **Third Schedule** herein within the period mentioned in **Part – III** of the **Third Schedule** hereunder written.
- 11.3 **Notice of Possession** : Upon constructing the said designated Flat/Unit/Apartment as per the said specifications, the Developer shall issue a Notice for possession to the Purchaser(s) asking the Purchaser(s) to take possession of the designated Flat/Unit/Apartment and within **15 (Fifteen) days** of the Developer issuing the Notice for Possession, the Purchaser(s) shall take possession of the designated Flat/Unit/Apartment upon making payment of the entire consideration and the Extras and Deposits.
- 11.4 Before issuing the Notice for Possession, the Developer shall provide temporary or permanent connection of water, electricity, sewerage and drainage in or for the designated Flat/Unit/Apartment. It will not be necessary for the Developer to construct or complete the said Building/Project and/or to install and make operative all the Common Areas and Installations before issuing such Notice. Any unfinished work pertaining to the said Building/Project and/or the Common Areas and Installations shall be completed by the Developer within a reasonable time of the delivery of possession of the designated Flat/Unit/Apartment to the Purchaser(s).

- 11.5 In case the Purchaser(s) fail/s to take possession of the said designated Flat/Unit/Apartment within **30 (Thirty) days** from the date of issuing Notice by the Developer for Possession, the Purchaser(s) shall be liable to pay a pre-determined compensation to the Developer by way of holding charges calculated @ **Rs. 15/- (Rupees Fifteen)** only **per Sq.ft. per Month** of the super built up area in respect of the said designated Flat/Unit/Apartment. This shall be without prejudice to the other rights, remedies and claims of the Developer and the other obligations and liabilities of the Purchaser(s) hereunder.
- 11.6 The sale of the designated Flat/Unit/Apartment shall be togetherwith the fittings and fixtures affixed thereto by the Developer as per the agreed specifications.
- 11.7 The Developer shall comply with the Building Plan (with such sanction-able modifications or alterations therein as may be deemed fit and proper or necessary by the Architect or directed by the Municipal or any other authority) and all laws and rules applicable to the construction and completion of the said designated Flat/Unit/Apartment and/or the said Building/Project.
- 11.8 The construction of the Building/Project shall be commenced and completed by the Developer in phases. The Purchaser(s) shall not make any claim or dispute against the Developer in case the Developer postpone, delay or abandon the construction of any other phase or Building/Project or part thereof at the said Premises.
- 11.9 The Purchaser(s) shall not in any manner cause any objection, obstruction, interference, impediment, hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of the said Building/Project or any part thereof by the Developer due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his/her/their using and enjoying the designated Flat/Unit/Apartment and/or the common Ares and Installations).

**12. COMPLETION OF SALE :**

- 12.1 The sale of the designated Flat/Unit/Apartment and its Appurtenances shall be completed by executing a Deed of Conveyance by the Vendor and the Developer in respect thereof simultaneously with the Purchaser(s) taking possession of the said designated Flat/Unit/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.
- 12.2 The Deed of Conveyance and documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants

exceptions and restrictions etc., as be drawn by the Advocates appointed by the Developer.

**13. NOMINATION/TRANSFER BY THE PURCHASER(S) :**

- 13.1 The Purchaser(s) may, with the prior consent in writing of the Developer and against payment in advance to the Developer of a sum equivalent to **one percent** of the total consideration payable by the Purchaser(s) to the Developer hereunder, get the name(s) of his/her/their nominee substituted in his/her/their place and stead in the records of the Developer as the Purchaser(s) of the said designated Flat/Unit/Apartment. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser(s) and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall thenceforth be observed, fulfilled and performed by the nominee. All stamp duty, 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/their nominee.
- 13.2 The Purchaser(s) shall not be entitled to let out, sell, transfer or part with possession of the designated Flat/Unit/Apartment until all the charges outgoings dues payable by the Purchaser(s) to the Developer in respect of the said designated Flat/Unit/Apartment are fully paid up and a No Dues Certificate is obtained by the Purchaser(s) from the Developer.

**14. AREA CALCULATION AND VARIATIONS :**

- 14.1 The carpet area of the said designated Flat/Unit/Apartment includes the plinth/area of the said designated Flat/Unit/Apartment excluding the area of external or internal walls, columns, pillars. The built-up area of the designated Flat/Unit/Apartment includes the carpet area of such designated Flat/Unit/Apartment and the thickness of the external and internal walls columns and pillars save that only one-half of those external walls columns and pillars which are common between the said designated Flat/Unit/Apartment and any other Flat/Unit/Apartment shall be included.
- 14.2 The Purchaser(s) has/have verified and satisfied himself/herself/ themselves fully from the Building Plan about the carpet area and super built-up area of the said designated Flat/Unit/Apartment and has/have accepted the same fully and in all manner including for the purposes of payment of the consideration and other amounts, respectively mentioned hereunder. The Purchaser(s) has/have agreed to pay the consideration amount payable by the Purchaser(s) hereunder upon having fully satisfied himself/herself/ themselves about the carpet area and super built-up area to comprise in the said designated Flat/Unit/Apartment mentioned in **Part – I** of the **Second Schedule** hereunder written. If upon construction of the said designated Flat/Unit/Apartment there is any increase in the area of or relating to the designated Flat/Unit/Apartment then the consideration and other amounts payable by the Purchaser(s) will be increased on or pro-rata

basis and vice versa. The Certificate of the Architect appointed by the Developer as regards the area of the said designated Flat/Unit/Apartment and/or of the area of the Common Areas and Installations shall be final and binding on the Parties.

- 14.3 The Developer shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the said designated Flat/Unit/Apartment.

**15. MAINTENANCE IN CHARGE AND ASSOCIATION :**

- 15.1 Until the period mentioned in **Clause No. 15.2** hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of **M/s. Star Abasan Pvt. Ltd.** who shall be maintenance in-charge. The said **M/s. Star Abasan Pvt. Ltd.** may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes subject to adherence of the rules and regulations and payment of the maintenance charges and other outgoings in terms hereof by the Purchaser(s) and the other Co-owners. The Purchaser(s) shall, if so required by the Developer, enter upon separate maintenance related agreement with them or the Maintenance Agency appointed by it.

- 15.2 Within **one year** from the delivery of the possession of **80%** of the said designated Flat/Unit/Apartment in the Building/Project or earlier if so decided by the Developer, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser(s) hereby agree/s and undertake/s that it shall be bound to become a member of such Association and co-operate with the Vendor and the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to formation of the Association.

- 15.3 In case due to any reason, the Developer sends Notice in writing to the Purchaser(s) and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser(s) along with the other Co-owners shall immediately upon receiving such Notice form the Association for the Common Purposes and the Developer shall not be responsible and liable thereof. Save as formed in terms hereof, no other Association shall be formed by the Purchaser(s) and/or the other Co-owners for the Common Purposes.

- 15.4 Upon formation of the Association, the Developer shall handover and/or transfer to the Association, all rights, responsibilities, liabilities and obligations with regard to Common Purposes (save those expressly reserved by the Developer hereunder or intended to be or so desired by the Developer hereafter), whereupon only the Association shall be entitled thereto and obliged therefor **Provided that** in case on the date of expiry of **3 (Three)**

**Months** from the date of sending the Notice by the Developer, the Association is not formed by the Co-owners in terms of **Clause No. 15.3** hereinabove, then all such rights, responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Building/Project and thereupon only the Co-owners shall be entitled thereto and obliged thereof fully and in all manner. The Developer shall also transfer to the Association of Purchaser(s), as the case may be, the deposits made by the Purchaser(s) to the Developer in terms hereof, after adjustment of its dues, if any, and shall thenceforth be held by the Association of the Co-owners in the relevant accounts.

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

**16. EXTRA CURRICULAR FACILITIES :**

- 16.1 As a part of the common Areas and Installation of the Building/Project the Developer has agreed to construct and/or provide Indoor Games, Equipped Gymnasium, Swimming Pool with Changing Room, Community Hall with Air Conditioners in a separate **Club House Building** and Intercom with CCTV against payment of costs thereof as stipulated in **Part - I** of the **Sixth Schedule** hereto. The said facilities may be developed simultaneously with or upon construction of the said Building/Project. On the said facilities becoming functional, the Purchaser(s) shall also be liable to pay the charges as prescribed from time to time for running, maintenance, replacement and/or otherwise in respect of the said facilities and its fit outs, facilities and usage and shall also abide by the Rules, Regulations framed by the maintenance-in-charge for proper management and use thereof.

**17. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :**

The Developer herein represents and warrants to the Purchaser(s) as follows:

- (i) The Developer has absolute, clear and marketable title in respect to the said Premises, the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the same for the said Building/Project.
- (ii) The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the said Building/Project for Residential and/or Commercial Purpose.



- (iii) There are no encumbrances upon the said Premises or the said Building/Project.
- (iv) There are no litigations pending before any Court of law or Authority in respect to the said Premises, Building/Project and/or the said designated Flat/Unit/Apartment.
- (v) All approvals, licenses and permits issued by the Competent Authorities in respect to the said Building/Project and/or the said designated Flat/Unit/Apartment are valid and subsisting and have been obtained by following due process of law and further, the Developer has been and shall at all times remain to be in compliance with all applicable laws in relation to the said Building/Project and/or the said designated Flat/Unit/Apartment and common areas;
- (vi) The Developer has the right to enter into this Agreement for Sale and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Purchaser(s) created herein may prejudicially be affected.
- (vii) The Developer has not entered into any Agreement for Sale and/or Development Agreement or any other Agreement for Sale/Arrangement with any person or party with respect to the said Premises including the said Building/Project and the said designated Flat/Unit/Apartment which will in any manner affect the rights of Purchaser(s) under this Agreement for Sale.
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said designated Flat/Unit/Apartment to the Purchaser(s) in the manner contemplated in this Agreement for Sale.
- (ix) The Developer Confirms that the Developer is fully authorized and not restricted to construct and use the said land comprised in the said Premises only for residential purpose but shall develop the said land comprised in the said Premises for construction of Flat/Unit/Apartment for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes thereof for such purpose at any point of time forever.
- (x) At the time of execution of the Deed of Conveyance the Developer shall handover lawful, vacant, peaceful, physical possession of the said designated Flat/Unit/Apartment to the Purchaser(s) and the common areas to the Association of Purchaser(s) and/or the Competent Authority, as the case may be.
- (xi) The said land comprised in the said Premised particularly mentioned and described in the **First Schedule** hereunder written is not the subject matter of any HUF and that no part thereof is owned by any

minor and/or no minor has any right, title and claim over the said land comprised in the said Premises.

- (xii) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable in respect to the said Building/Project to the Competent Authorities till the Completion Certificate has been issued and possession of the said designated Flat/Unit/Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser(s) and the Association of Purchaser(s) and/or the Competent Authority, as the case may be.
- (xiii) No Notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any Notice for acquisition or requisition of the said land comprised in the said Premises) has been received by or served upon the Developer in any manner whatsoever.

**18. EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

- (i) If the Developer fails to provide ready to move in possession of the said designated Flat/Unit/Apartment to the Purchaser(s) within the time period specified in **Clause No. 10.1** or fails to complete the project within the stipulated time disclosed at the time of registration of the said Building/Project with the Authority. For the purpose of this Clause '**ready to move in possession**' shall mean that the said designated Flat/Unit/Apartment shall be in a habitable condition which is completed in all respects including the provision of all specifications, amenities and facilities as agreed between the Parties and for which the Occupation Certificate and/or Completion Certificate, as the case may be, has been issued by the Competent Authority.
- (ii) Discontinuance of the Developer's business as a Developer on account of suspension or revocation of its registration under the provisions of the Act and/or the rules or regulations made thereunder.

18.2 In case of Default by the Developer under the conditions listed above, the Purchaser(s) is entitled to the following:

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Purchaser(s) stop/s making payments the Developer shall correct the situation by completing the construction milestones

and only thereafter the Purchaser(s) be required to make the next payment without any interest.

- (ii) The Purchaser(s) shall have the option of terminating the Agreement for Sale and in which case the Developer shall be liable to refund the entire money paid by the Purchaser(s) under any head whatsoever towards the purchase of the said designated Flat/Unit/Apartment within **45 (Forty Five) days** of receiving the termination Notice.

18.3 The Purchaser(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser(s) fail/s to make payments for consecutive demands made by the Developer as per the Payment Plan of the **Eighth Schedule** hereunder written and despite having been issued Notice in that regard the Purchaser(s) shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Purchaser(s) under the condition listed above continues for a period beyond **3 (Three)** consecutive months after given Notice from the Developer in this regard, the Developer may cancel the allotment of the said designated Flat/Unit/Apartment in favour of the Purchaser(s) and refund the money paid to it by the Purchaser(s) by deducting the booking amount and the interest liabilities and this Agreement for Sale shall thereupon stand terminated **Provided that** the Developer shall intimate the Purchaser(s) about such termination at least **30 (Thirty) days** prior to such termination.

## **19. DEVELOPER'S EXCLUSIVE AREAS AND ENTITLEMENTS :**

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

- (a) Upon construction of the Building/Project, the Developer 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 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 Developer and the Developer shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open space at the Building/Project 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 Developer shall, in its absolute discretion, think fit and proper.

- (b) The Developer shall also be entitled with the permission of the concerned authorities to construct additional storey or stories on the roof of the said Building/Project or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and so such terms and conditions as the Developer, in its sole discretion, may think fit and proper. In the event of any such construction, the roof of such construction being the ultimate roof for the time being, shall then become a Common Area common to all the Co-owners of the said Building/Project where the Developer shall shift the Over-head Water Tank and other common installations.
- (c) The Developer 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 names and/or in the names 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 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 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 Building/Project in such manner and to such extent as be deemed fit and proper by the Developer;
  - (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 Plan 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 Building/Project thereon (by way of additional storey, additional building or otherwise) owing to any link with the added areas;

- (v) to combine and/or connect the said Building/Project 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 Building/Project and the added areas in such manner and to such extent as the Developer may deem fit and proper.
- (d) The Developer shall suitably inform at appropriate time by general Notice or any specific Notice to the Purchaser(s) about any modifications and/or alterations in the terms of this Agreement owing to any linkage with any Additional Area and so long as the location or area of the said designated Flat/Unit/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 designated Flat/Unit/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 shall upon such termination refund the earnest monies until then paid by the Purchaser(s) to the Developer herein.
- (e) In case of any additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser(s) either individually or jointly with any Co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser(s) hereunder not to claim any amount or consideration from the Developer on account thereof.
- (f) The Developer shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennae, towers, communication towers, sign boards or any other installation on the Roof of the said Building/Project or any part thereof at such consideration, rent, hiring charges etc. and on such terms and conditions as the Developer in its sole discretion may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted reserved unto the Developer.
- (g) For or relating to any such constructions, additions or alterations, the Developer shall, with the approval of the Architect, have the right to do all acts deeds and things and make the alterations and connections and to connect all existing utilities and facilities available at the said Premises viz. lifts, generator, water, electricity, sewerage,

drainage etc., thereto as be deemed to be expedient to make such area and construction tenantable.

- (h) The Developer shall be at liberty to cause or to be changed the nature of use or occupancy group in respect of any Flat/Unit/Apartment, Parking Space or other areas/spaces to any user or occupancy group as the Developer may deem fit and proper.
- (i) The Purchaser(s) do and each of them doth hereby consent and confirm that the Developer shall be at liberty to have the building plan changed, sanction afresh, modified and/or altered for construction, reconstruction, addition and/or alteration of or to the said Building/Project or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any Flat/Unit/Apartment other than the designated Flat/Unit/Apartment **Provided That** in case by such modification, alteration and/or sanction the location or build-up area of the designated Flat/Unit/Apartment is likely to be affected then the Developer shall take a consent in writing from the Purchaser(s) for such modification, alteration and/or sanction.

19.2 The Purchaser(s) do and each of them doth hereby agree, acknowledge and consent to the right, title and interest excepted and reserved upon the Developer under **Clause 19.1** and its Sub-Clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertake and covenant not to raise any dispute, objection hindrance, obstruction or claim with regard to the same or doing or carrying out of any such act, deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer and agree to sign, execute and/or deliver such further agreements, supplementary agreements, consents and other papers and writings as may be required by the Developer and do all acts, deeds and things as may be required by the Developer to more fully effectuate and implement the right, title and interest of the Developer.

**20. CONVEYANCE OF THE SAID FLAT/UNIT/APARTMENT :**

The Developer on receipt of Total Price of the said designated Flat/Unit/Apartment as per Clause No. 1.2 mentioned above under the Agreement for Sale from the Purchaser(s) shall execute a Deed of Conveyance and convey the title of the said designated Flat/Unit/Apartment togetherwith proportionate indivisible share in the Common Areas within **3 (Three) Months** from the date of issuance of the Occupancy Certificate and/or the Completion Certificate, as the case may be, to the Purchaser(s) herein.

However, in case the Purchaser(s) fail/s to deposit the Stamp Duty and/or Registration Charges within the period mentioned in the Notice, the

Purchaser(s) authorize/s the Developer to withhold registration of the Deed of Conveyance in his/her/their favour till payment of Stamp Duty and Registration Charges to the Developer is made by the Purchaser(s).

**21. MAINTENANCE OF THE SAID FLAT/UNIT/APARTMENT/BUILDING/PROJECT :**

The Developer shall be responsible to provide and maintain essential services in the said Building/Project till taking over of the maintenance of the said Building/Project by the Association of Purchaser(s) upon the issuance of the Completion Certificate of the said Building/Project. The cost of such maintenance has been excluded from the Total Price of the said designated Flat/Unit/Apartment.

**22. DEFECT LIABILITY :**

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

**23. RIGHT TO ENTER THE FLAT/UNIT/APARTMENT FOR REPAIRS :**

The Developer/Maintenance Agency/Association of Purchaser(s) shall have rights of unrestricted access of all Common Areas and covered Car Parking Space(s) for providing necessary maintenance services and the Purchaser(s) agree/s to permit the Association of Purchaser(s) and/or Maintenance Agency to enter into the said designated Flat/Unit/Apartment or any part thereof after due Notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

**24. USAGE :**

Use of Service Areas : The service area, if any, as located within the Building/Project shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, if any, pump room, maintenance and service room, fire fighting equipments etc. and other permitted uses as per sanctioned plan and the Purchaser(s) shall not be permitted to use the services areas in any manner whatsoever other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Purchaser(s) formed by the Purchaser(s) for rendering maintenance services.

**25. COMPLIANCE WITH RESPECT TO THE FLAT/UNIT/APARTMENT :**

- 25.1 Subject to **Clause No. 22** above, the Purchaser(s) shall after taking possession be solely responsible to maintain the said designated Flat/Unit/Apartment at his/her/their own cost in good repair and condition and shall not do or suffer to be done anything in or to the Building/Project or the said designated Flat/Unit/Apartments or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said designated Flat/Unit/Apartment and keep the said designated Flat/Unit/Apartment, its walls, partitions, sewers, drains, pipe and all other appurtenances thereto in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc of the said Building/Project is not in any way damaged or jeopardized.
- 25.2 The Purchaser(s) further undertake/s, assure/s and guarantee/s that he/she/they would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building/Project or anywhere on the exterior of the said Building/Project or Common Areas and the Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design and further the Purchaser(s) shall not store any hazardous or combustible goods in the said designation Flat/Unit/Apartment or place any heavy material in the common passage or staircase of the said Building/Project and furthermore the Purchaser(s) shall also not remove any wall including the outer and load bearing wall of the said designation Flat/Unit/Apartment.
- 25.3 The Purchaser(s) shall be liable and responsible to distribute his/her/their electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Purchaser(s) and/or Maintenance Agency appointed by Association of Purchaser(s) and the Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**26. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PARTIES :**

The Parties are entering into this Agreement for Sale for the allotment of a Flat/Unit/Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Building/Project.

**27. ADDITIONAL CONSTRUCTIONS :**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said Building/Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the Competent Authority/Authorities and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.



**28. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Developer executes this Agreement for Sale **it** shall not mortgage or create a charge on the said designated Flat/Unit/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s) who has/have taken or agreed to take such said designated Flat/Unit/Apartment.

**29. FLAT/UNIT/APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :**

The Developer has assured the Purchaser(s) that the said Building/Project in its entirety is in accordance with the provisions of the **West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act. XLI of 2017)** and registered with **West Bengal Housing Industry Regulation Rules, 2018** and the Developer knows the compliance of various laws/regulations as applicable in the State of West Bengal.

**30. BINDING EFFECT :**

Forwarding this Agreement for Sale to the Purchaser(s) by the Developer does not create a binding obligation on the part of the Developer or the Purchaser(s) until, firstly, the Purchaser(s) sign/s and deliver/s this Agreement for Sale with all the Schedules along with the payments due as stipulated in the Payment Plan within **30 (Thirty) days** from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Registering Authority as and when intimated by the Developer. If the Purchaser(s) fail/s to execute and deliver to the Developer this Agreement for Sale within **30 (Thirty) days** from the date of its receipt by the Purchaser(s) and/or do not appear before concerned the Registering Authority for its registration as and when intimated by the Developer, then the Developer shall serve a Notice to the Purchaser(s) for rectifying the default and if not rectified within **30 (Thirty) days** from the date of its receipt by the Purchaser(s) and the application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be refunded to the Purchaser(s) without any interest or compensation whatsoever.

**31. ENTIRE AGREEMENT :**

This Agreement for Sale along with its Schedules constitutes the entire Agreement for Sale between the Parties in respect to the subject matter hereof and supersedes any and all understandings, any other Agreements for Sale, Allotment Letter, Correspondences, Arrangements whether written or oral, if any, between the Parties in regard to the said designated Flat/Unit/Apartment, as the case may be.

**32. RIGHT TO AMEND :**

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

**33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S)/ SUBSEQUENT PURCHASER(S) :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said designated Flat/Unit/Apartment and the said Building/Project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the said designated Flat/Unit/Apartment, in case of a transfer, as the said obligations go along with the said designated Flat/Unit/Apartment for all intents and purposes.

**34. SEVERABILITY :**

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

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

Wherever in this Agreement for Sale it is stipulated that the Purchaser(s) has/have to make any payment in common with other Purchaser(s) in the said Building/Project, the same shall be the proportion which the carpet area of the said designated Flat/Unit/Apartment bears to the total carpet area of all the said designated Flat/Unit/Apartment in the said Building/Project.

**36. GOVERNING LAW :**

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

**37. DISPUTE RESOLUTION :**

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

**38. ADJUDICATION OF DISPUTES :**

Should there be disputes and differences by and between the Parties hereto in any way relating to or connected with the said designated Flat/Unit/Apartment and/or this Agreement for Sale and/or anything done in pursuance hereof, the same shall be referred for arbitration to Mr. Kalipada Charan, Advocate, residing at Premises No. 1171, Purba Sinthee Road (Fakir Ghosh Place), Kolkata – 700 030, Sagarika Apartment, Ground Floor, Flat No. 2, Post Office – Ghughudanga, Police Station – Dum Dum, District – North 24 Parganas or such person as be nominated by him. It is agreed by and between the Parties hereto that the said Sole Arbitrator or the person as be nominated by him shall have the power to pass and give both interim order and award and/or award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the Parties which shall be final and binding on the Parties hereto. The Arbitration shall otherwise be governed by the provisions the Arbitration and Conciliation Act, 1996 as modified from time to time and the Arbitration shall be held at Kolkata only.

**SECTION – IV # SCHEDULES**  
**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PREMISES)**

**ALL THAT** piece or parcel of a plot of land hereditaments and premises containing by estimation an area of **30 (Thirty) Cottahs 10 (Ten) Chittacks** be the same a little more or less together with a multi storied Building/Project known as “**STAR GREEN TOWER**” thereon along with a separate Club House building **under construction** including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 147, Janapath Sarani (old Holding No. 124, Janapath Sarani), Kolkata – 700 065 at Mouza – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 2163 comprised in a part of R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22, Additional District Sub-Registration office at Belgharia (formerly Cossipore Dum Dum) in the District of North 24 Parganas and which is butted and bounded in the manner as follows :

- ON THE NORTH** : By Delhi Road;
- ON THE SOUTH** : By Mouza – Matkal and R. S. Dag No. 4587 of Dakshin Nimta;
- ON THE EAST** : By R. S. Dag No. 4588;
- ON THE WEST** : By R. S. Dag No. 4583.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**PART – I**  
**(DESIGNATED FLAT/UNIT/APARTMENT)**

**ALL THAT** piece or parcel of one **2BHK** self contained residential Flat being No. .... having a Carpet Area of ..... **Sq.ft.** more or less on the ..... **Floor** of the said proposed multi storied Building/Project

known as “**STAR GREEN TOWER**” pertaining to the **Developer’s Allocation** lying situate at and being Municipal Holding No. 147, Janapath Sarani (old Holding No. 124, Janapath Sarani), Kolkata – 700 065 at Mouza – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 2163 comprised in a part of R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22, Additional District Sub-Registration office at Belgharia (formerly Cossipore Dum Dum) in the District of North 24 Parganas.

**PART – II**  
**(APPURTENANCES)**

**SAID SHARE IN THE LAND: ALL THAT** the proportionate undivided indivisible share in the land comprised in the plinth of the said Building/Project.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART – I**  
**(Common Areas and Installations)**

**A. Common Areas & Installations at the said Building/Project :-**

1. Staircases, landings and passages with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, common areas, lobbies and landings, operating the lifts of the said Building/Project.
3. Two Lifts with all machineries, accessories and equipment (including the lifts machine room) and lifts well for installing the same in the said Building/Project.
4. Ultimate Roof of the said Building/Project subject to exceptions, reservations and rights of the Vendor and the Developer herein.
5. Electrical installations with main switch and meter and space required thereof in the Building/Project.
6. One or more overhead water tanks with water distribution pipes from such overhead water tanks connecting to the different Flat/Unit/Apartment of the said Building/Project.
7. Water waste and sewerage evacuation pipes and drains from the said Flat/Unit/Apartment to drains and sewers common to the said Building/Project.

8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the said Building/Project.

**B. Common Areas & Installations at the Building/Project :**

1. Electrical installations and the accessories and wirings in respect of the Building/Project and the space required thereof, if installed (and if installed then the extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the overhead water tanks of the said Building/Project.
3. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
4. Water waste and sewerage evacuation pipes and drains from the Building/Project to the municipal drains.
5. DG Set, its panels, accessories and wirings and space for installation of the same.
6. Intercom with CCTV.
7. Indoor and outdoor Games and the constructions, fittings and fixtures relating to the Gymnasium.
8. AC Community Hall.
9. Swimming Pool and associated shower space/room.
10. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building/Project.

**PART – II**

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

- A. STRUCTURE :** Earthquake resistant reinforced cement concrete frame structure.
- B. FOUNDATION :** Piling based RCC foundation for earthquake resistant as per approved by authorized government authority.
- C. FLOORING :** Bedrooms, living room, dining room, 2' x 2' Glazed vitrified Tiles Flooring with skirting.

- D. WALL** : Exterior Walls – 8”/10” thick using first class clay/fly ash bricks, Portland Cement based plastered STUCCO. Waterproof Cement Paint and exterior Emulsion Paint.

Partition Walls – 5” thick using First Class clay/fly ash bricks, Portland Cement based plastered and Plaster of Paris coated finish.

- E. PLUMBING** : Inlet Fresh water pipelining, Ring Line, Inlet Pipelining – High Quality, UPVC Pipes.

Concealed Pipelining – High Quality CPVC pipes with hot and cold water provision.

Waste Water Rain water pipelining – High Quality PVC pipes.

Sewage Pipelining – Industrial Quality PVC pipes.

- F. DOORS** : Building Main Gate – Grilled gate made with combination of stainless steel/casting Iron.

Flat Doors – Quality wooden Frames and solid core flush doors finished polished painted

- G. WINDOWS** : Aluminium open-able type Domal Section Window with glass panes.

- H. KITCHEN** : Working Counter – Granite polished counter with black stone slabs.

Basin – Stainless steel basin of reputed brand.

Fittings – Brass/stainless steel made fittings of reputed brand

Walling – Ceramic Tiles upto 2 ft. height from counter.

- I. HARDWARE & FITTING** : All Locks and hardware fittings made of stainless steel/brass of reputed brand.

- J. BATH ROOM** : Water Closet – White Colour porcelain water closet with cistern of reputed brand.

Basin – White Colour porcelain basin of reputed brand.

Fittings – Brass made fittings of reputed brand

Walling – Ceramic Tiles upto 7’ ft. height.

- K. ELECTRICAL** :

**Wires** – Fire resistance PVC insulated Industrial Grade Copper wires.

**Switches** – modular switches with Zero hazard no leakage shock proof and sleek

**MCBS ELCB** – Panel box with sufficient MCB ELCB would be installed in each flat.

**Earthing** – Proper earthing would be provided for all electrical points within the Building/Project.

**Common Lighting** – Overhead illumination for compound and street lighting inside the Building/Project.

**L. ELEVATORS :**

High-speed lifts of Reputed Brand.

**M. FIRE FIGHTING :**

As per WBFCs norms with latest equipment.

**N. OTHER FACILITIES :**

Separate Club House with Indore Games, Generator, Backup, Water Treatment, Intercom, CCTV, Security Personnel, Fire Fitting system, etc.

**O. ULTIMATE ROOF OF THE SAID BUILDING/PROJECT :**

Water proofing with skid concrete.

**List of electrical points in Star Green Tower**

<b><u>OUTSIDE</u></b>	Bell Push and One Light Point
<b><u>LIVING &amp; DINING</u></b>	Two Light Point Two Fan Point One 15 Amp and Two 5 Amp switch socket (TV & Misc) TV socket and Telephone socket
<b><u>BALCONY</u></b>	One 15 Amp switch socket for washing machine, One light point
<b><u>KITCHEN</u></b>	Two Light points One Exhaust fan point One Fridge point One Mixer grinder point One Aqua- guard point One 15 Amp extra point
<b><u>TOILET</u></b>	One Light point One Exhaust fan point One fan point One Geyser point

<b><u>MASTER BED ROOM</u></b>	One Extra Plug Point. One fan point Three Light points Two 5 Amp switch socket One Ac point in master Bed Room
<b><u>BED ROOM</u></b>	One fan point Three Light point Two 5 Amp switch socket
<b><u>PLUMBING</u></b>	Concealed pipes, White colour porcelain fittings and Chromium plated bathroom fittings in Toilet. Geyser points in all bathrooms and one Washing Machine point in Verandah/ Bathroom.
<b><u>LOCK</u></b>	Lock will be provided only in the Main door of the Flat.

**PART – III**

**(Period of construction of Flat/Unit/Apartment)**

The said designated Flat/Unit/Apartment described in **Part – I** of the **Second Schedule** hereinabove written shall be constructed and completed and handed over possession within **December, 2020**.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the said Building/Project and of the Building/Project (including lifts, generators, intercom, transformer, water pump with motor, water purifier equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building/Project and/or enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one Flat/Unit/Apartment and other saleable space in the Building/Project and at the Premises, main entrance, landings and staircase of the Building/Project 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 lighting the Common areas and Installations, the main entrance, passages, driveways, landing, staircases, and other parts of the said Building/Project so enjoyed or used by the Purchases in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, water purifier equipment, Club related equipments etc.), and also the costs of repairing, renovating and replacing the same.



3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In- charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Flat/Unit/Apartment).
6. **INSURANCE** : Insurance premium for insurance of the said Building/Project and also otherwise for insuring the said Building/Project against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES** : Expenses for serving/ supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**PART - I**

**(OUTGOINGS AND TAXES)**

1. The Purchaser(s) bind himself/herself/itself/themselves and covenants to bear and pay and discharge the following expenses and outgoings:
  - (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the designated Flat/Unit/Apartment directly to the North Dum Dum Municipality or any other the concerned authority Provided That so long as the designated Flat/Unit/Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Maintenance In- charge the proportionate share of all such rates and taxes assessed on the said Premises.
  - (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations where existing or as may be imposed or levied at any time in future on or in respect of the designated Flat/Unit/Apartment or the said Building/Project or the said Premises and whether

demanded from or payable by the Purchaser(s) or the Maintenance In- charge and the same shall be paid by the Purchaser(s) wholly in case the same relates to the designated Flat/Unit/Apartment and proportionately in case the same relates to the said Building/Project or the said Premises or any part thereof.

- (c) Electricity charges for electricity consumed in or relating to the designated Flat/Unit/Apartment (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
  - (d) Charges of water, and other utilities consumed by the Purchaser(s) and/or attributable or relatable to the designated Flat/Unit/Apartment against demands made by the concerned authorities' and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said designated Flat/Unit/Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In- charge or the appropriate authorities as the case may be.
  - (e) Proportionate share of all Common Expenses (including those maintained in **Fourth Schedule** hereunder written) to the Maintenance In- charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Maintenance charges calculated @ **Rs. 2.50 (Rupees Two Point Five Zero)** only per Sq.ft. per month of the super built area of the said designated Flat/Unit/Apartment. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In- charge at its sole and absolute discretion after taking into consideration of the common services provided.
  - (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser(s).
  - (g) Service Tax, Vat and any applicable tax, cess, imposition or in levy 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) in payment of all or any aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this agreements 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 and otherwise within **7 (Seven) days** of the Maintenance In- charge leaving its bill for the same at the above address of the Purchaser(s) or in the letter box in the

ground floor earmarked for the designated Flat/Unit/Apartment **Provided That** any amount payable by the Purchaser(s) directly to any authority shall always be paid by the Purchaser(s) within the stipulated due date in respect thereof and the Purchaser(s) shall bear and pay the same accordingly and without any delay, demur or default and indemnify and indemnified the Vendor and the Maintenance In-charge and all the other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non- payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be with- held by the Purchaser(s) owing thereto.

3. The liability of the Purchaser(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the designated Flat/Unit/Apartment by the Purchaser(s) to the Developer or the 16<sup>th</sup> day from the date of the Developer giving the Notice for possession to the Purchaser(s) in terms of clause 4.3 of Section III hereinabove, whichever be earlier.
4. It is expressly agreed and understood that so long the Developer, M/s. Star Abasan Pvt. Ltd. or its nominee be the Maintenance In-charge, the Purchaser(s) shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

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

1. The Purchaser(s) binds himself/herself/ itself/themselves and covenants :
  - (a) To use the designated Flat/Unit/Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the designated Flat/Unit/Apartment or any activity which may cause nuisance or annoyance to the co-owners. It is expressly agreed that any restriction on the Purchaser(s) shall not in any way restrict the Developer to use or permit any other Flat/Unit/Apartment or portion of the said Building/Project to be used for non- residential purposes.
  - (b) Not to put any nameplate or letter box or neon- sign or board in the common areas or on the outside wall of the said Building/Project save at the place as be approved or provided by the Maintenance In- charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his/her/their Flat/Unit/Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or alter the size of any window as be provided in the said designated Flat/Unit/Apartment.

- (c) To apply for and obtain at his/her/their own costs separate assessment and mutation of the designated Flat/Unit/Apartment in the records of North Dum Dum Municipality or concerned authority within 06 (six) months from the date of possession.
- (d) Not to commit or permit to be committed any form of alteration or charges in the designated Flat/Unit/Apartment or in the beams, columns, pillars of the said Building/Project passing through the designated Flat/Unit/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 Flat/Unit/Apartment of the said Building/Project.
- (e) To allow the maintenance In- charge and its authorized representatives with or without workmen to enter into and upon the designated Flat/Unit/Apartment at all responsible times for construction and completion of the said Building/Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the designated Flat/Unit/Apartment within **7 (Seven) days** of giving a Notice in writing by the Maintenance In- charge to the Purchaser(s) thereabout.
- (f) To keep the said designated Flat/Unit/Apartment and partly walls, sewers, drainage, electricity, pipes, cables, wires and others connections fittings and installations, entrance and main entrance serving any other Flat/Unit/Apartment in the said Building/Project in good and substantial repair and condition so as to support shelter and protect the other Flats/Units/Apartments of the said Building/Project and not to do or cause to be done anything in or around the said designated Flat/Unit/Apartment which may cause or tend to cause or tantamount to cause or affect any damage to the said designated Flat/Unit/Apartment.
- (g) Not to commit or permit to be committed any alterations or changes in, or draw from outside the Designated lock, the pipes, conduits, cables, wiring and other fixtures and fittings serving the said designated Flat/Unit/Apartment and any other nit in or portion of the Building/Project.
- (h) To co-operate with the Maintenance In- charge in the management maintenance control and administration of the Building/Project and other Common Purposes.
- (i) Keep the common areas, open space, parking areas, paths, passages, staircase, lobby, landing etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited stored or thrown any goods articles or things

or any rubbish or refuse or waste therein or in the common Areas and Installations and the said Premises.

- (j) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The North Dum Dum Municipality, Corporation Ltd. 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 said designated Flat/Unit/Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, transformer, drainage and other installations and amenities at the Building/Project.
  - (k) Not to alter the outer elevation or facade of the said Building/Project or any part thereof nor decorate or affix any neon-sign, sign board or other thing on the exterior of the said designated Flat/Unit/Apartment or the said Building/Project otherwise than in the manner agreed by the Maintenance In- charge in writing or in the manner as may be in which it was previously decorated.
2. In the event of the Purchaser(s) falling and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser(s) under the presents and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available in against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay the Maintenance In- charge, interest at the rate of 1.5% per month of all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in –charge, shall be entitled to :
- a) Disconnect the supply of electricity to the said designated Flat/Unit/Apartment.
  - b) Withhold and stop all other utilities and facilities (including lifts, generators, water, etc.) to the Purchaser(s) and/or the said designated Flat/Unit/Apartment.
  - c) To deemed and directly realize and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the said designated Flat/Unit/Apartment.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(EXTRAS AND DEPOSITS)**  
**PART - I**  
**(EXTRAS)**

1. Purchaser(s) shall pay to Developer the following amount

- (a) Towards Purchaser(s) share of the costs charges and expenses for procuring electricity connection by way of Transformer, electric sub-station for the Building/Project, being the lump sum of **Rs. 25,000/- (Rupees Twenty Five Thousand)** only per Flat.
  - (b) Towards the costs, Charges and expenses for providing intercom with CCTV facilities being lump sum of **Rs. 10,000/- (Rupees Ten Thousand)** only per flat.
  - (c) Towards the costs, Charges and expenses for providing D. G. being lump sum of **Rs. 20,000/- (Rupees Twenty Thousand)** only per flat.
  - (d) Towards the costs, Charges and expenses for providing Club facilities being lump sum of **Rs. 30,000/- (Rupees Thirty Thousand)** only per flat.
  - (e) Towards the fee and/or legal charges of the Developer's Advocate for preparation of this Agreement and the Sale deed to be executed in pursuance hereof – (out of which 50% shall be paid simultaneously with the execution hereof and balance on or before the execution of sale deed / before the date of taking possession of the said designated Flat/Unit/Apartment). **Rs. 20,000/- (Rupees Twenty Thousand)** only per Flat/Unit/Apartment directly in favour of **Mr. Kalipada Charan.**
  - (f) Towards the Proportionate costs and charges for formation of Association **Rs. 1000/- (Rupees One Thousand)** only per Flat/Unit/Apartment.
2. In addition to the above mentioned amounts, the Purchaser(s) shall also pay to the Developer the following amounts :
- (a) In case the Purchaser(s) requests any additions or alterations and/or change in the layout or specification with regard to construction of the said designated Flat/Unit/Apartment in excess of those specified in this agreement, then without prejudice to the right of the Developer to refuse or deny the same, in case the Developer, in their 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 doing the same.
  - (b) Security Deposit and the expenses at actual as may be required by CESC or other electricity provider for individual meter in respect of the said designated Flat/Unit/Apartment directly with CESC 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 and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.

- (d) **GST** or any other statutory charges/levies by any name called, if applicable and payable on construction of the said designated Flat/Unit/Apartment or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser(s) in respect of the said designated Flat/Unit/Apartment.
- (e) Fees and expenses, if any, payable to any Panchayet, municipality or other authority towards sale or transfer permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.
- (f) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said premises and/or the said designated Flat/Unit/Apartment and/or the said Building/Project or on the construction or the transfer of the said designated Flat/Unit/Apartment envisaged hereunder payable by the Purchaser(s) wholly if the same relates to the said designated Flat/Unit/Apartment and otherwise proportionately.
- (g) Any Cost, charges and expenses for setting up or proving any additional, or extra common area or installation in variation and/or addition to those mentioned in **Part - I** of the **Third Schedule** hereinabove written.

**PART - II**  
**(DEPOSITS)**

1. The Purchaser(s) shall deposit and/or keep deposited with the Developer a sum @ **Rs. 15/- (Rupees Fifteen)** only per Sq.ft. on super built area towards deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Purchaser(s), payment of maintenance charges and proportionate liability towards the other common expenses, municipal and other rates and taxes or any other outgoing relating to the said designated Flat/Unit/Apartment.

The aggregate sum towards the extras and deposits mentioned in **Part - I** of **Sixth Schedule** hereinabove written totaling to **Rs. 1,06,000/- (Rupees One Lac Six Thousand)** only shall be paid by the Purchaser(s) to the Developer as and when demanded.

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

The consideration payable by the Purchaser(s) to the Developer for the said designated Flat/Unit/Apartment shall be as follows:

Consideration money for Flat comprised in the

Designated Flat/Unit/Apartment-(Part-I of Second Schedule) **Rs. ....../-**

**(Rupees ..... Only).**

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

The said total consideration of **Rs. ..../- (Rupees .....)** only mentioned in the **Seventh Schedule** hereinabove mentioned shall be paid by the Purchaser(s) to the Developer in installments as follows:

- a) **15%** of the total consideration at the time of signing of the Agreement for Sale alongwith 50% of utility charges (Part – I) of **Sixth Schedule** i.e **Rs. 53,000/- (Rupees Fifty Three Thousand)** only.
- b) **10%** of the total consideration within **7 (Seven) days** on completion of pilling works.
- c) **10%** of the total consideration within **7 (Seven) days** on completion of ground floor roof casting.
- d) **10%** of the total consideration within **7 (Seven) days** on completion of Second floor roof casting.
- e) **10%** of the total consideration within **7 (Seven) days** on completion of Fifth floor roof casting.
- f) **10%** of the total consideration within **7 (Seven) days** on completion of Eighth floor roof casting.
- g) **10%** of the total consideration within **7 (Seven) days** on completion of Tenth floor roof casting.
- h) **10%** of the total consideration within **7 (Seven) days** on completion of Brick work & plastering of the said designated Flat/Unit/Apartment.
- i) **10%** of the total consideration within **7 (Seven) days** on completion of Flooring of the said designated Flat/Unit/Apartment alongwith 50% of utility charges (Part-I) of **Sixth Schedule** i.e **Rs. 53,000/- (Rupees Fifty Three Thousand)** only.
- j) **5%** of the total consideration (Balance Amount) on possession of the said designated Flat/Unit/Apartment along with maintenance charges deposit (Part-II) of **Sixth Schedule**.



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

**SIGNED, SEALED AND DELIVERED**

by the Vendor at Kolkata  
in the presence of : -

1.

2.

-----  
**As the constituted Attorney  
of the Vendor herein**

**SIGNED, SEALED AND DELIVERED**

by the Developer at Kolkata  
in the presence of : -

1.

2.

-----  
**Signature of the Developer**

**SIGNED, SEALED AND DELIVERED**

by the Purchaser(s) at Kolkata  
in the presence of : -

1.

2.

-----  
**Signature of the Purchaser(s)**

**R E C E I P T**

**RECEIVED** of and from the within named Purchaser(s) the within mentioned sum of **Rs. ..../- (Rupees .....)** only being the earnest and/or advance money under this Agreement for Sale as per Memo of Consideration hereunder :

**MEMO OF CONSIDERATION**

By Cheque No. ....dated .....,  
drawn on ....., .....Branch. **Rs. ..../-**

**(Rupees ..... Only)**

**WITNESSES :**

1.

2.

-----  
**Signature of the Developer**

**Drafted by : -**

**Kalipada Charan,  
Advocate,  
1171, Purba Sinthee Road,  
(Fakir Ghosh Place),  
Sagarika Apartment,  
Flat No. 2, Dum Dum,  
Kolkata – 700 030.**