

Draft copy

**AGREEMENT FOR SALE**

**THIS AGREEMENT For sale is** made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Seventeen **BETWEEN SUMAN MFG. WORKS LIMITED (Income Tax Pan \_\_\_\_\_)** a company originally incorporated under the provisions of the Companies Act, 1956 having its registered office at 6 Lyons Range Unit No. 2 5<sup>th</sup> Floor Post GPO Police Station Hare Street, Kolkata-700001 duly represented by its Constituted attorney SQUAREWOOD PROJECTS PRIVATE LIMITED through one of its Director Shri. Vikash Bansal **(Income Tax Pan \_\_\_\_\_)** son of Shri. Binod Bansal residing at S.P. Mukherjee Road, Khalpara Post and Police Station Siliguri-734005 hereinafter referred to as “the **OWNER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors-in-office and/or assigns) of the First Part

And

**SQUAREWOOD PROJECTS PRIVATE LIMITED** a company originally incorporated under the provisions of the Companies Act, 1956 **(Income Tax Pan \_\_\_\_\_)** having its registered office at 6 Lyons Range Unit No. 2 5<sup>th</sup> Floor Post GPO Police Station Hare Street, Kolkata-700001 duly represented by one of its Shri. Vikash Bansal **(Income Tax Pan \_\_\_\_\_)** son of Shri. Binod Bansal residing at S.P. Mukherjee Road, Khalpara Post and Police Station Siliguri-734005 hereinafter referred to as “the **Developer**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors-in-office and/or assigns) of the Other Part.

AND

MR/MRS/Ms \_\_\_\_\_ son / wife of Mr/Mrs/  
Late \_\_\_\_\_ by faith \_\_\_\_\_ By Nationality  
Indian By Occupation \_\_\_\_\_ having Income Tax Pan  
as \_\_\_\_\_ and resident of

\_\_\_\_\_ hereinafter referred to as the  
Purchaser/Purchasers( Which expression shall unless repugnant to the

context shall mean to include his/her/theirs heirs, successors, legal representatives and assigns) of the Third Part

Or

\_\_\_\_\_ Private Limited a company incorporated under the provisions of the Companies Act, 2013 (Income Tax PAN \_\_\_\_\_ having its registered office at \_\_\_\_\_ Post Office \_\_\_\_\_ Police Station \_\_\_\_\_ District \_\_\_\_\_ duly represented by its Director/ Authorized Signatory Mr/ Mrs./Mrs \_\_\_\_\_ son / wife of Mr/Mrs/Late \_\_\_\_\_ by faith \_\_\_\_\_ By Nationality Indian By Occupation \_\_\_\_\_ having Income Tax Pan as \_\_\_\_\_ and resident of \_\_\_\_\_

hereinafter referred to as the Purchaser (which expression shall unless repugnant to the context shall mean to include its Directors, legal representatives, successors in office and assigns) of the Thrid part

Or

\_\_\_\_\_ a Partnership firm (Income Tax Pan as \_\_\_\_\_) having its office at \_\_\_\_\_ Post Office \_\_\_\_\_ Police Station \_\_\_\_\_ District \_\_\_\_\_ duly represented by its Partners (1) Mr/ Mrs./Mrs \_\_\_\_\_ son / wife of Mr/Mrs/Late \_\_\_\_\_ by faith \_\_\_\_\_ By Nationality Indian By Occupation \_\_\_\_\_ having Income Tax Pan as \_\_\_\_\_ and resident of \_\_\_\_\_

and (2) Mr/ Mrs./Mrs \_\_\_\_\_ son / wife of Mr/Mrs/Late \_\_\_\_\_ by faith \_\_\_\_\_ By Nationality Indian By Occupation \_\_\_\_\_ having Income Tax Pan as \_\_\_\_\_ and resident of \_\_\_\_\_

hereinafter referred to as the Purchaser (which expression shall unless repugnant to the context shall mean to include its partners, legal representatives, successors in office and assigns) of the Thrid part

WHEREAS:

1. One Smt. Bhibhabati Ghosh was the recorded owner of all that Land recorded in Khatian no. 54 of Mouza Kalam in the District of Darjeeling.
2. By one Deed of Conveyance duly registered in the office of the Additional Registrar of Assurances-III in Book no. I, Volume No. 8 pages 26 to 33 being Deed No. 322 for the year 2003, made between the said Bhibhati Ghosh therein referred to as the Vendor and one Sankar Ghosh, therein referred to as the Purchaser, the said Vendor sold transferred and conveyed land measuring 2.43 acres unto and in favour of the Purchaser therein referred for valuable consideration.
3. By another Deed of Conveyance duly registered in the office of the Additional Registrar of Assurances-III in Book no. I, Volume No. 8 Pages 34 to 41 being Deed No. 322 for the Year 2003, made between the said Bhibhati Ghosh therein referred to as the Vendor and one Sudhir Chandra Mazumdar, therein referred to as the Purchaser, the said Vendor sold transferred and conveyed land measuring 4.72 acres unto and in favour of the Purchaser therein referred for valuable consideration.
4. And whereas the said Sankar Ghosh and Sudhir Chandra Mazumdar along with 12 others constituted a partnership firm under the name and Style Millennium Construction Company vide deed of Partnership dated 01.04.2003 for purpose of real estate business and the said Sankar Ghosh and Sudhir Chandra Mazumdar contributed their land as purchased above towards the contribution as Capital in the said Partnership firm. Subsequently on 31<sup>st</sup> August 2004 by a Deed of retirement of even dated all the partners save and except the said Sankar Ghosh and Krishnendu Bhattacharya retired from the said Partnership Firm.
5. And whereas the said partnership firm namely millennium Construction Company developed the said Land and offered the same to sale.
6. By an Indenture dated 25<sup>th</sup> Day of September 2006 and duly registered in the Office of the Additional District Sub Registrar, Silguri-II at Bagdogra in Book No. I CD Volume No. 31 Pages 4602 to 4623 Being Deed No. 08414 for the year 2010 made between

Sri. Sankar Ghosh and Sri Sudhir Chandra Mazumder therein referred to as the Vendors of the First Part and Suman Housing Private Limited therein referred to as the Purchaser of the Second Part and Millennium Construction Company a Partnership Firm represented by its Partner Sri Sankar Ghosh and Sri Krishnendu Bhattacharya therein referred to as the Confirming Party of the Other Part, the said Vendors sold and transferred and the said confirming party confirmed the sale of 58 kathas of Land appertaining to and forming part of Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling morefully described in the First Schedule written thereunder.

- 7.** The said Land was duly recorded in the record of right in favour of Suman Housing Private Limited in the office of the Block Land and Land Reform Officer at Matigara against L.R. Khatian No. 1278.
- 8.** The name Suman Housing Private Limited was changed to Suman Mfg. Works Private Limited vide SRN A53525127 dated 18/04/2009.
- 9.** Subsequently the said company namely Suman Mfg. Works Private Limited was converted into Public Limited by shares company vide SRN C67139750 dated 26/10/2015 and is now known as Suman Mfg. Works Limited.
- 10.** By a Deed of Conveyance duly registered in the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra in Book no. I, CD Volume No. 5 from pages 5142 to 5159 for the year 2009, the said Sudhir Chandra Mazumdar being the owner of 4.72 acres of Land at Mouza Kalam District Darjeeling sold transferred and conveyed land measuring 1 katha 8 chittaks unto and in favour of Sri Sagar Thapa.
- 11.** By an Indenture dated 4<sup>th</sup> Day of May 2017 and duly registered in the Office of the Additional District Sub Registrar, Siliguri-II at Bagdogra in Book No. I Volume No. 0403-2017 Pages from 46289 to 46311 Being Deed No. 040302369 for the year 2017 made between Sri. Sagar Thapa therein referred to as the Vendor of the First Part and Suman Mfg. Work Limited therein referred to as the Purchaser of the Second Part, the said Vendor sold and

transferred unto and in favour of the said Purchaser the land measuring about 1 katha 8 chittaks appertaining to and forming part of Plot No. 178 recorded in L.R. Khatian 404 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling morefully described in the Schedule written thereunder.

12. In the event as recited above the owner herein became the sole and absolute owner of ALL THAT Land Measuring about about 59 kathas 8 Chittaks appertaining to and forming part of Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling and is hereinafter referred to as the said Land and morefully and particularly described in the Schedule Written hereunder.
13. The owners herein being the owner of the said Land have duly converted the character of the said To Bastu or homestead Land from the concerned authority.
14. The owners herein being the absolute owner of the said Land and sufficiently entitled to the same have entered into an agreement dated 16<sup>th</sup> June 2017 duly registered with the Additional District Sub Registrar, Siliguri-II at Bagdogra being No. 3345 for the year 2017 (hereinafter referred to as the said Development Agreement) with the developer herein for commercial exploitation of the same by raising a one or more buildings and to sell the same to the intending purchaser or purchasers.
15. The owner herein have also executed a Power of attorney dated \_\_\_\_\_ in connection to the said Development agreement in favour of the Developer duly registered in the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra being No. 3345 for the year 2017.
16. The Developer herein after complying with all statutory formalities had got the a final plan sanctioned by the \_\_\_\_\_ having No. \_\_\_\_\_ dated \_\_\_\_\_ for construction of multistoried multi use and residential building complex comprising of seven independent building towers upon the said Land to be known as \_\_\_\_\_.

17. In pursuance of the said Sanction Plan the Developer have commenced the construction of the said Multistoried building complex to be known as" \_\_\_\_\_ and morefully described in the "Second Schedule" written hereunder
18. The Purchaser is desirous of acquiring ALL That The Unit No. \_\_\_\_\_ containing a Carpet Area/ Built Up area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor of the tower/ block named/numbered as \_\_\_\_\_ of the new building complex to be known as " \_\_\_\_\_" presently in course of construction on the said Land together with the undivided proportionate share in the common parts, portions, areas, facilities and amenities of the said Tower together with \_\_\_\_\_ car parking space Numbered as \_\_\_\_\_ situated on the ground floor of the said tower together with the undivided, proportionate, variable, impartible share in the land beneath the said tower/ Block morefully and particularly described in the third Schedule written hereunder (hereinafter collectively referred to as the said Unit) at the consideration and on terms and conditions hereinafter appearing.
19. On or before execution of this Agreement the Purchaser-
  - a. have fully satisfied himself as to the title of the Owner and the right of the Developer in respect of the said land.
  - b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the DEVELOPER and agrees not to raise any objection with regard thereto.
  - c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the DEVELOPER on the said land.

d. have verified the location and site of the said Unit including the egress and ingress thereof and also the area and measurement of the Unit as stated in this Agreement and agrees not to dispute the same.

e. have acknowledged that the right of the Purchasers shall remain restricted to the said Unit and common portions.

f. have acknowledged that the DEVELOPER shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building complex being constructed erected and completed on the said land and the Purchasers shall have no objection thereto.

g. have satisfied themselves as to the built up area / plinth area and the super built up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents /occupants of the various units comprised in the said building complex and has agreed not to challenge or dispute the same in any manner whatsoever or however.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY  
AGREEDBY AND BETWEEN THE PARTIES HERETO as follows :-**

1. DEFINITIONS : Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings :-

(i) ADVOCATES ; shall mean \_\_\_\_\_, Advocate of \_\_\_\_\_, or such other firm/individual/advocate or solicitor so appointed by the DEVELOPER, inter alia, for preparation of this agreement and conveyance for transfer of the said Unit.

(ii) ARCHITECTS: shall mean \_\_\_\_\_, the Architects appointed by the DEVELOPER or such other Architect as the DEVELOPER may appoint from time to time for the building complex.

(iii) BUILT UP AREA : shall mean the plinth area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein along with the proportionate share of the staircase, lift and lift lobby in the floor on which the unit is located. Provided that if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. The Built-Up area as settled and agreed in relation with the Super Built-Up area,



shall not be questioned by the Purchasers whether the same be little more or less on actual measurement.

(v) CAR PARKING SPACE: shall mean the space in the Parking area of the building complex expressed or intended or reserved by the DEVELOPER or parking of motor cars/ scooters/other vehicles.

vi) COMMERCIAL AREA COMMON PARTS : shall mean common areas of the Commercial Portion which may include meter rooms, main gates, security rooms, electrical rooms, drawan/s quarter, paths and passages, common passage, drive ways, entrance gates, administrative and caretaker's room, toilet meant for commercial common area, water connection in the commercial portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Commercial Portion Co-Owners and/or Co- Occupiers.

(vii) COMPLEX/PROJECT : shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 59.50 Kathas be the same a little more or less situate at Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling in the state of West Bengal more fully and particularly described in the First Schedule hereunder and any extended or added area thereto and the new building/s to be constructed thereon of

which some building/s and any part of the building/s will be for mixed uses and purposes and the other remaining buildings will be for residential uses and purposes and each Tower in the complex will have a separate identification name and number as be decided by the DEVELOPER.

(viii) CO-OWNERS: according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit for all unsold Units, possession whereof not having been parted with by the OWNER and the DEVELOPER, shall mean the OWNER and DEVELOPER in their respective proportion.

(ix) COMMON AREAS ; shall mean the common areas mentioned as specified in part-I of the Fourth schedule hereunder written for common use and enjoyment of the Co- Owners which include the driveway and paths to which the Purchasers hereby consent.

(x) COMMON EXPENSES: shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners and all other expenses for the common purposes to be contributed, borne, paid and shared on actual by the Co-

Owners including those mentioned in the Fifth Schedule hereunder written.

(xi) COMMON PURPOSES : shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendition of common services in common to the Co-Owners, collection and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Service Installations in common.

(xii) COMMON SPACE : shall mean all spaces open to sky at the ground floor level of the building including driveways, pats, passages, side spaces but excluding open car parking spaces.

(xiii) COMPLETION NOTICE: shall mean the notice contemplated in Clause 7.1 below.

(xiv) DATE OF COMMENCEMENT OF LIABILITY: shall mean the date on which the Purchasers take actual physical possession of the Unit after fulfilling all their liabilities and obligations in terms of Clause 7.1 hereinafter or the date next after expiry of the Completion Notice irrespective of whether Purchasers take actual physical possession or not, whichever is earlier.

(xv) HOLDING ORGANISATION : shall mean a trust to be created under the Indian Trust act by the OWNER/DEVELOPER at a later date with the first trustees being nominated by the OWNER/DEVELOPER to take over the overall charge of the said Complex from the OWNER/DEVELOPER and inter-alia for the purpose of managing and controlling the maintenance of the Complex.

(xvi) MAINTENANCE BODY : shall mean and include the OWNER/DEVELOPER or its Agency so long as the OWNER/DEVELOPER does not hand over the management of the new building complex to the Holding Organisation, and after the same is made over, the Holding Organisation.

(xvii) PLAN : shall mean the sanctioned plan having No. \_\_\_\_\_ dated \_\_\_\_\_ for construction of a multistoried, multi-use and residential building complex comprising of several independent building towers upon the "Sad land" to be known as \_\_\_\_\_ Together with all modifications and/or alterations thereto from time to time made or to be made by DEVELOPER as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority or otherwise in the interest of the Project.

(xviii) The expression PURCHASERS shall be deemed to mean and include :-

(a) In case the Purchasers be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;

(b) In case the Purchasers be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators ;

(c) In case the Purchasers be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;

(d) Inc case the Purchasers be a company, then its successors or successors-in-interest ;

(xix) SAID LAND : shall mean All That the piece and parcel of land measuring 59 kathas 8 chittaks comprising in Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling morefully and particularly mentioned and described in the Second Schedule hereunder written.

(xx) Proportionate Land Share: mean indivisible share in the land underneath the Tower in which the Unit agreed to be purchased hereunder by the Purchasers and attributable to the said Unit.

(xxi) SAID UNIT : shall mean the Unit No. \_\_\_\_\_ measuring a Super Built-up Area of 1101 sq. ft. and the built up area of \_\_\_\_\_ on the \_\_\_\_\_ floor of the Tower named \_\_\_\_\_ of the new Building complex being constructed on a portion of the said land more fully and particularly mentioned and described in the Part-I of the Third Schedule hereunder written with fittings and fixtures to be provided therein by OWNER/DEVELOPER as mentioned in Part-II of the Fourth Schedule hereunder written and wherever the context so permits shall include the Purchasers' proportionate undivided share in the Common Areas and Service installations as also in the land underneath the Tower attributable to the said Unit and right to use of One \_\_\_\_\_ Car Parking Space in the complex as mentioned and described in the Part-II of the Third schedule hereunder.

(xxi) SERVICE INSTALLATIONS: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light, poles, garden lights, pumps with related equipments and soakways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water.

(xxiii) SPECIFICATION : shall mean the specification for the said Unit as mentioned in the part-II of the Fourth Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

(xxiv) SUPER BUILT-UP- AREA : shall include the built up area of the Unit and proportionate share of stair head room, lift machine room, service unit of ground floor, fire water sump, U.G. ring for hydrant, overhead fire reservoir, fire refuge platforms, pump rooms, water treatment plant, sewage treatment plant, septic tank, domestic water sump, Overhead domestic water tank, fire duct, electrical duct, lift service duct, shafts, lofts and other infrastructure area.

(xxv) TOWER : shall mean a building consisting of several flats and other spaces intended for independent or exclusive use and the same may also consist of several block or blocks.

(xxvi) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

(xxvii) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

2. INTERPRETATIONS :

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required words and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of the provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.



v) the words 'herein', 'thereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular article of section thereof.

vi) Any reference to any act of Parliament or State Legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as to may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

### 3. COMMECEMENT :

3.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of the issuance of the allotment letter (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated herein.

### 4. SALE OF UNIT :

4.1 In consideration of the various amounts to be paid by the Purchasers and subject to the Purchasers performing and observing all the conditions and covenants to be performed and observed on the part of the Purchasers, the DEVELOPPER has agreed to sell and transfer, and the Purchasers have agreed to purchase and acquire, on the terms and conditions stipulated herein ALL THAT the Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Tower named ..... in the complex known as \_\_\_\_\_ containing a super built up area of \_\_\_\_\_ sq. ft. and built up area of \_\_\_\_\_ sq. ft more particularly described in Part-I of the Third schedule hereunder written TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities, and amenities of the said Tower more particularly described in Part-I of the Fourth Schedule hereunder written and further together with right to use of one Car Parking Space more particularly described in Part-II of the Third schedule hereunder written, and Further Together with the undivided proportionate variable impartible share in the land underneath the said Tower at and for the consideration mentioned in the Part-I of the Sixth Schedule hereunder written payable by the Purchasers to the DEVELOPER in installments as mentioned in Part-II of the within stated Sixth schedule on and subject to the terms and conditions contained herein.

5. **PAYMENT OF CONSIDERATION**

5.1 The DEVELOPER shall give a written notice to the Purchasers as and when any payment becomes due and payable under this agreement.

5.2 Time for payment of the consideration and other amounts hereunder by the Purchasers to the DEVELOPER shall be the essence of the contract.

5.3 The consideration mentioned in the Part-I of the Sixth Schedule hereunder written will be paid by the Purchaser in installments as mentioned in Part-II of the withinstated Sixth Schedule and within 15 days from the due date of payment.

5.4 Any delayed payment of the said consideration will attract interest payable at the rate of \_\_\_\_% (\_\_\_\_\_ percent) per annum, payable by the Purchasers from the date till the date of payment.

5.6 For the purpose of facilitating the payment of the consideration the Purchasers shall be entitled to apply for and obtain financial assistance from Bank/Financial Institutions. In the event of the Purchasers obtaining any financial assistance and/or housing loan from any Bank/ financial institution the DEVELOPER shall act in accordance with the instructions of the Bank/Financial Institution in terms of the agreement between the Purchasers and the bank/ Financial Institution, SUBJECT HOWEVER the DEVELOPER being

assured of all amounts being receivable for sale and transfer of the Unit and in no event the OWNER and the DEVELOPER shall assume any liability and/or obtained by the Purchasers from such Bank/Financial Institution.

5.7 Unless otherwise expressly so mentioned, all the said amounts specified hereinabove and the Schedules below shall be strictly paid and/or deposited by the Purchasers with the DEVELOPER in accordance with the terms of payment as set out in this Agreement. This shall not however prejudice the OWNER and DEVELOPER's right in case of default, to claim or realise the said amounts later even after possession is given.

5.8 The Purchaser shall be obligated to comply with all the provisions of the laws including but not limited to the obligations relating to Tax Deduction of Source (TDS) under the Income Tax Act, 1961. The Purchaser agrees to indemnify and hold the OWNER and DEVELOPER harmless from all the claims/penalties/actions and embargos that may be suffered by the OWNER and DEVELOPER on account of any such delay, non compliance or inaction by the Purchaser. It is further agreed by the Purchasers that if on or before the Possession Date or at the time of receiving the possession of the said Unit, the Purchasers have failed and/or neglected to furnish the said TDS Certificate/s in the prescribed Form duly signed by the Purchasers to the DEVELOPER, then the Purchasers shall pay an

amount equivalent to such TDS not deposited by the Purchasers, as an interest free deposit to the OWNER/DEVELOPER, which deposit shall be refunded by the OWNER/DEVELOPER on the Purchasers producing the said TDS Certificate within 4 months from the Possession Date. Provided further that in case the Purchasers fail to produce the said TDS Certificate within the stipulated period of 4 months from such possession date then the OWNER/DEVELOPER shall be entitled to appropriate the said deposit against the amount receivable from the Purchasers, which amount was deducted by the Purchasers from the payments to the Developer on account of TDS but not paid to the credit of the Central Government.

5.9 The OWNER/DEVELOPER shall intimate to the Purchasers the date on which the referred installments would be due or be expected to become due by dispatching the intimation by Registered Post with A/D. or Speed Post with A/D. to the address of the Purchasers or by electronic mail duly registered with the developer as referred to herein not less than 14 days before the payment is due.

5.10 If the Purchasers opt for allotment of a preferentially located unit, the Purchasers shall pay preferential location charges (PLC) as applicable and which is already included in the consideration. However, the OWNER/DEVELOPER has the sole discretion to decide a location as Preferential location.

6. **UNIT CONSTRUCTION :**

6.1 Subject to the Purchasers making payment of the consideration within due dates stipulated hereunder and complying with their other obligation under this agreement, DEVELOPER will construct and complete the construction of and make habitable the said Unit in accordance with the Plan in the manner and with the specifications mentioned in Part-II of the Fourth Schedule hereunder written and within the period mentioned in Part-III of the Fourth Schedule hereunder and shall install and complete the common Areas and Service Installations in the Block/Tower mentioned in the withinstated Part-I of the Fourth Schedule.

6.2 The Purchasers shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Building or the complex (notwithstanding the delivery of possession of the said Unit to the Purchasers in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Purchasers) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Building or the complex or the sale or transfer of the other Units in the complex is in any way interrupted or hindered or impeded with nor shall in anyway commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchasers or because of any act or

omission on the part of the Purchasers, the DEVELOPER is restrained from construction of the Building or the complex and/or transferring and disposing of the other Units therein, then and in that event without prejudice to such other rights the DEVELOPER may have, the Purchasers shall be liable to compensate and also indemnify the DEVELOPER for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the DEVELOPER.

6.3` During the period of construction the Purchasers shall enter the construction site at their own risk. The OWNER and DEVELOPER shall not be liable for any untoward incident or accident. OWNER and DEVELOPER's project staffs are top focus on timely and quality construction and are not expected to respond to Purchasers' enquiries. No verbal assurances shall be considered to be a commitment made by the OWNER or the DEVELOPER and only written commitments made by an authorized representative of the DEVELOPER shall be considered to have been made on behalf of the DEVELOPER

6.4 The DEVELOPER may extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, play grounds, car parking space and other amenities shall all be part of a common integrated development and the Purchasers shall not have any objection to it.

6.5 The Complex may be expanded in future further than presently conceived of by constructing further buildings and various passages, pathways, common ways, common roads and services and taking into account the complexity of the Project, the DEVELOPER has reserved to themselves the absolute right of changing or altering and/or reallocating such passages, common ways, entrances, exits, pathways, roads, and services as the DEVELOPER may deem fit and proper.

6.6 The work of construction of the project shall be taken up in various phases and all the common facilities and/or amenities will be provided progressively and since some of the common facilities and/or amenities are to be common for the entire project the same shall be provided only upon completion of the entire project but so far as the Tower in which the Unit of the Purchasers are situated the same shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect.

6.7 The OWNER/DEVELOPER will not entertain any request for modification in the internal layouts of the Unit and external façade of the Tower and common areas.

## 7. **POSSESSION AND CONVEYANCE :**

7.1 Upon making the said Unit tenantable and upon obtaining the Occupancy Certificate, the DEVELOPER shall give a notice thereof in writing to the Purchasers whom within fifteen days of its service :-



- (a) may take inspection of the said Unit in presence of the DEVELOPER or its representative or Architect ;
  
- (b) may point out any quality related issued, if any, required to be rectified by the DEVELOPER and which if required would be rectified by the DEVELOPER but which shall not withhold the performance of the other obligations of the Purchasers hereunder;
  
- (c) shall pay the entire balance consideration and all other amounts and deposits payable by the Purchasers to the DEVELOPER for sale of the said Unit;
  
- (d) fulfill all his other covenants hereunder and complete the purchase of the said Unit ;
  
- (e) take possession of the said Unit.

If no inspection is taken within the said period, it shall be deemed that such right is waived.

7.2 It is expressly agreed understood and clarified that the Developer shall not handover the possession of the said Unit to the purchasers nor shall execute any conveyance or other instruments until such time the purchasers make payment of all amounts agreed and required to be paid hereunder by the Purchasers and the purchasers

have fully performed all the terms and conditions and covenants of this agreement and on the part of the Purchasers to be observed and performed until then.

7.3. It will not be necessary for the Developer to complete all the common areas and install all installations in the complex, before giving the notice to the purchasers to take possession of the said Unit.

7.4. The purchaser shall, at the time of taking possession get their unit registered in their names and for this purpose shall pay the stamp duty, registration charges and incidental expenses for an in relation to the execution of the Deed of conveyance in respect of the said unit.

8. RESTRICTION ON ALIENATION BEFORE POSSESSION:

8.1 The Purchaser shall not be entitled to transfer or assign the benefits/rights of the Purchasers under this agreement or nominate any person for acquiring the said unit till such time the Deed of conveyance in respect of the said Unit is executed and registered in favour of the purchaser and if the purchaser shall desire to transfer and assign the purchaser's right hereunder or nominate any person for acquiring the said Unit/Units before the execution and registration of Deed of Conveyance the Purchaser shall be entitled to do so only with the pre granted written consent of the Developer and upon the payment of the Charges of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) per sq. ft of the built up area of the unit (hereinafter referred to as the Transfer Charges) to the Developer. Such transfer shall be allowed only with the written undertaking of the third party/ transferee to observe/ fulfil the obligations under this agreement.

8.2. There will be no privity between the developer and the nominee or new transferee until the nomination has been accepted expressly in writing.

9. DOCUMENTS RELATING TO TRANSFER ETC.

9.1. The deed of conveyance, agreement for nomination, if any and other documents of transfer to be executed in pursuance hereof shall be in such form and shall

contain such covenants, exceptions and restrictions etc as drawn by the advocates and the purchaser shall execute the same without raising any objection whatsoever. Provided that the purchaser shall be entitled to seek reasonable clarifications thereon.

10. EXTRAS AND DEPOSITS

10.1. (PLEASE SPECIFY)

11. OBLIGATION OF THE PURCHASER:

11.1. As from the date of possession of the said unit the purchasers agree and covenant:-

(a) To cooperate with the other co purchasers and the Developer / Holding organization and the maintenance body in the management and maintenance of the complex.

(b) to observe the rules framed from time to time by the Developer / Holding organization and Maintenance body.

(c) To use the said unit only for the residential purpose only unless otherwise specified or consented by the developer.

(d) To allow the Developer / Holding organization/Maintenance body to enter into the said unit for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchasers.

(e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the unit and proportionately for the complex and/or to make deposits on account thereof in the manner mentioned hereunder to the holding organization. Such amount shall be deemed to be due and payable on and from the date of possession (as defined herein) whether physical possession is handed over to the possession or the notice of possession has been issued to the purchaser. Such amount shall be paid within 7 days from the date it becomes due.

- (f) To deposit the amounts reasonably required with the holding Organization towards the liability of rates and taxes.
- (g) To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common parts.
- (h) Not to sub divide the said Unit and or Car Parking Space or any portion thereof.
- (i) Not to do anything or prevent the Developer from making constructions within 8 AM to 8 PM on any day.
- (j) Not to raise any objection if the Developer installs any telecom tower, TV Tower, Internet tower for the complex or erect a neon/glow sign, litted / unlitted hoarding on the roof of any tower or towers.
- (k) To maintain or remain responsible for structural stability of the said unit/tower and not to do anything which has the effect of affecting the structural stability of the complex and not to store or bring and allowed to be stored and brought in the said unit any goods of hazardous or combustible nature.
- (l) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (m) Not to damage demolish or cause to damage or demolish the said unit or any part thereof thereby causing danger to the other units and tower.
- (n) Not to close or permit the closing of any verendahs or lounges or balconies, and lobbies, and common parts and also not to alter or

permit any alteration in the elevation and outside colour scheme of the exposed walls of the verendahs lounge or any external walls or the fences of the external doors and windows including grills of the unit which in the opinion of the Developer differs from the colour scheme of the complex or which in the opinion of the Developer may differ from the overall designs of the complex.

(o) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the unit or any part of the complex or caused increased premium to be payable in respect thereof if the complex is insured.

(p) not to use the said unit for any purposes which may or is likely to cause nuisance and annoyance to the co purchasers/ occupiers of the other portions of the tower and complex and further not use the said unit for immoral and illegal use, place of public worship, public meeting place, boarding house, Guest House, Club House, Gym, nursing home, amusement or entertainment centre, eating or catering place or for any other commercial and industrial activities.

(q) Not to keep in the parking place anything other than motor car or motor two wheeler and shall not raise any pucca or kutcha construction grilled wall or enclosure thereon or part thereof and shall keep it always as open as before.

(r) Not to use the the allocated car parking space for any other purpose whatsoever other than car parking space.

(s) Not to let out or transfer or part with the possession of the Car Parking space, if the right of car parking space is granted hereunder,

independent of the said unit or vice versa with the only exception that the purchaser shall be entitled to let out or transfer or part with the possession of the car parking space independent of the said Unit to any other co owners of the said complex and none else.

(t) to abide by such building rules and regulations as may be made applicable by the Developer / Holding organization/ Maintenance body.

11.2. The Purchaser further agree on the following House Rules:-

a) The lobbies, entrance and stairways of the towers of the complex shall not be obstructed or used for any other purpose other than ingress to or egress from the unit in the complex.

(b) No purchaser/ occupiers shall make or permit any disturbing noises in the complex or do anything or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers.

(c) Each purchasers shall keep the their unit in good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substance.

(d) No article shall be allowed to be placed in the staircase landings, common areas or fire refuge area.

(e) No shades, window gaurds, ventilators or air conditionaing devices shall be used in or about the tower of the complex excepting such as shall have been approved by the Developer / Holding organization/ maintenance body.

- (f) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the complex except such , as shall have been approved by the Developer / Holding organization/ Maintenance body.
- (g) No Bird or animals shall be kept or harboured in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in common portions of the complex unless accompanied.
- (h) No television aerial shall be attached or hung from the exterior of the Unit.
- (i) No vehicle belonging to the purchasers or a member of the family or guest, tenant, or employee of the purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.
- (j) These house rules may be added to, amended, or repealed at any time by the Developer / Holding organization/ Maintenance body.

11.3. The purchaser further agree that:

- (a) The right of the purchaser shall remain restricted to the said unit and the properties appurtenant thereto and the purchasers shall have no right nor shall claim any right over and in respect of any unit other unit or any other portion of the said building complex in any manner whatsoever.
- (b) The purchaser shall pay regularly and punctually within 7<sup>th</sup> Day of every month and month by month the common expenses as described in the **FIFTH SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Developer / Holding organization/ Maintenance body to be payable from the commencement of Liability to the said Developer / Holding organization without any abatement or demand.
- (c) The access to the ultimate roof is common with others, But not to use the common areas and installations including the roof of the Tower(s) for holding any

cultural/ social/ functional programme or for undesirable and/ or objectionable use and for purposes which may cause nuisance and annoyance or obscenity.

(d) So long each unit in the complex shall not be separately mutated and separated the purchaser shall pay the proportionate share of all rates and taxes assessed on the whole complex.

(e) The purchaser shall apply for and obtain at their own costs separate assessment and mutation of the said unit in the records of the concerned authority.

(f) The purchaser shall apply for and obtain separate electricity connection in the said unit and till such time make payment of the consumption of electricity energy to the Developer/ Holding organization/ Maintenance body.

(g) The purchaser shall apply for and obtain at their own costs separate assessment and mutation of the said unit in the records of the concerned authority.

## 12. MAINTENANCE

12.1. The maintenance of the complex shall be done by the Holding Organization/Maintenance body which will be incorporated under the provisions of the West Bengal Apartment Ownership Act, 1972 which shall include as its members the respective flat owners of the complex. Till such time the Organization/Maintenance, the developer herein shall be responsible to maintain the building and the purchasers shall make payment of their proportionate share of cost of maintenance as may be determined by the developer.

12.2. After the formation of the Holding Organization/Maintenance body as stated above, all decisions taken by its shall be final and binding on all the unit owners.



12.3. The purchasers shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation of the Holding Organization/Maintenance body.

12.4. After the formation of the Holding Organization/Maintenance body the owners and the developers shall not be liable for maintenance of the complex.

12.5. The Holding Organization/Maintenance body, without prejudice to the above, may appoint the Professional Facility Management Company (FMC) for the purpose of maintenance of the complex or any part or portion thereof and for taking the responsibility of:-

(a) Controlling and/ or remain in control of the common parts and portion of the complex or any part thereof and the additional amenities like Club and Community Hall.

(b) Rendition of common services;

(c) To receive realize and collect the service charges from the unit owners.

(d) To remain responsible for such other functions as may be necessary.

12.6. Notwithstanding anything contained herein or elsewhere no maintenance charges and or proportionate cost of maintenance in respect of any unsold units shall be paid by the developers or the owners. However the developer shall be liable to pay the maintenance charges if the said units are used and occupied either by its family, employees, representatives and/ or tenants.

12.7. The purchasers shall be liable to make payment of the maintenance charges from the date of notice of possession.

### 13. TERMINATION

13.1. The purchaser shall promptly pay all amounts agreed to be paid by the purchaser pursuant to this agreement and shall observe and perform the terms, conditions, provisions and covenants contained in this agreement and on the part of the Purchaser to be observed and performed. It is specifically agreed undertaken and covenanted by the purchaser that all defaults, breaches and/or non compliance of any of any of the term of this agreement shall be deemed to be the event of defaults. ("Event Of Defaults")

13.2. Upon happening or occurring of an event of default as per clause 13.1., the developer shall without prejudice to the rights that the developer may have either under this agreement or in Law or otherwise, be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the developer shall have the option to forfeit as sum equivalent to 10 percent of the consideration of the said units and such other charges as the developer may have incurred in respect of the said unit and shall refund the balance money to the purchaser.

13.3. The Developer shall refund the balance money without any interest within three months from the date of termination of agreement or within 15 days from the date of re booking of the said unit which ever is earlier.

13.4. The Developer shall endeavour to complete the the construction of the said unit as per the time mentioned in Part III of the Fourth Schedule hereinbelow mentioned.

Notwithstanding the above, the Developer shall be entitled to an extension of time in arriving at the completion time (grace period), if the performance of the obligations of the Developer are delayed on account of the following reasons:

- (i) Non Availability of steel, cement, other building materials, water supply or electric supply.
- (ii) Any change in the applicable law or existence of any injunction, court order, prohibitory order or directions passed by any Court, Tribunal, body or competent authority; or
- (iii) Delay in securing permissions, approvals, NOC, sanction building Plan, completion certificate, and or occupation certificate, water, electricity, drainage, or sewerage connection from the competent authority for reasons beyond the control of the developer;
- (iv) Any other reasons beyond the control of the Developer.

13.5. If the developer is unable to or fails to give possession of the said unit to the purchaser within time with grace period as mentioned above, then the purchaser shall be entitled to a delay penalty equivalent to a simple interest of 12 percent per annum from the completion time on the amount received from the purchaser till the date of expiry of the notice of possession, or in alternate on the demand of the purchaser may refund the entire amount received

from the purchaser alongwith the simple interest of 12 percent per annum from the date of receipt of the same.

#### 14. FORCE MAJEURE

14.1. The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed it is prevented by any of the conditions herein below:-

- (i) Fire, Strike, Riots, war or Air Raid;
- (ii) Act of Gods such as flood, earth quake, cyclone and natural calamity.
- (iii) Labour unrest
- (v) Local problem
- (vi) Any other unavoidable circumstances beyond control of the Developer.

#### 15. MISCELLANEOUS

15.1 The properties and rights hereby agreed to be sold to the purchasers are and shall ne one and shall not be partitioned or dismembered in part or parts in any manner.

15.2 The purchasers do hereby confirm that they have gone through the contents of this agreement and satisfied themselves of the same.

15.3. This agreement contains the entire agreement between the parties and no oral representation or statement shall be considered valid or binding upon either of the parties and no provisions of this agreement shall be terminated and waived except by written consent of the parties.

15.4. The complex shall be known by the name of “ MB Utsav” and the said name shall not be changed under any circumstances.

- 15.5. This agreement is signed in duplicate and each of them would be treated as original. The purchasers have the obligation to cause this agreement to be stamped at their own cost and if it desires to have the same registered, the owner and the developer will remain present for the purpose of registration. All cost of registration will be borne by the purchaser alone however the registration will be done by the advocate appointed by the developer.
- 15.6. This agreement supercedes all other agreements, arrangements, representations, understanding or brochures.
- 15.7. The brochures published by the developer are indicative and the same does not create any agreement between the parties. However as far as possible the developer shall construct the building plan as per the specification contained in the said brochures.

16. Notice

All notice to be served under this agreement shall be served at the address as mentioned hereinabove. The notice sent by the Electronic mail to the registered email id of the purchaser shall be deemed to be valid notice duly served upon the purchaser. The Purchaser shall either serve any notice at the registered office of the DEVELOPER either by speed post or registered post. All notice served upon the developer shall be deemed to have been served upon the owners also.

17. **ARBITRATION**

Any dispute arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the parties fail to settle the dispute amicably within 15 days, the same shall be settled through Arbitration as per the Arbitration and Conciliation Act, 1996, or any other statutory amendments/ modifications thereof for the time being in force, by a sole arbitrator selected from the name of two arbitrators proposed by the Developer. In case the purchaser delays/neglects or refuse to select one arbitrator then the developer shall be entitled to nominate any one as the Arbitrator.

18. The Courts of Calcutta (Kolkata) shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SUBJECT PROPERTY)**

**ALL THAT** Piece and parcel of Land admeasuring about 59 kathas 8 Chittaks appertaining to and forming part of Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling delineated in the plan annexed hereto duly bordered thereon in “**RED**” which is butted and bounded as follows:-

ON the North:-

On the South:

On the East:

On the West:

THE SECOND SCHEDULE ABOVE REFERRED TO

The cluster of seven independent blocks containing several self contained independent units and separately named and numbered as \_\_\_\_\_ constructed on the said Land morefully described in the said Unit.

The third schedule above referred to

(The unit)

Part-I

ALL THAT the Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the tower named \_\_\_\_\_ of the complex known as “MB UTSAV” now in course of construction on the portion of Land having the total Plinth/ built up area of \_\_\_\_\_ and super built up area of \_\_\_\_\_ (be the same little more or less) and delineated with red border in the plan annexed hereto duly bordered thereon in “RED” together with the undivided proportionate variable share in the common parts, portions, areas, facilities and amenities of the said tower and together with the undivided proportionate variable impartible share in the land underneath the tower attributable thereto,

PART II

ALL THAT one car parking space on the ground floor of the said tower named as \_\_\_\_\_ and numbered as \_\_\_\_\_.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common parts and portion)**

**PART I**

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

1. Staircases, landings and passage and stair-cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
3. Lift with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
4. Electrical installations with main switch and meter and space required therefor.
5. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
7. Septic Tank
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 Designated Block.

**B. Common Areas & Installations at the Building Complex:**

1. Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.
2. Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
3. Surveillance System in the entrance lobby of the New Buildings and any other place if so provided by the Developer.
4. Intercom facility.
5. Underground water reservoir
6. Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the New Buildings.

7. Municipal Water supply or Deep tube well for water supply.
8. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal drains.
9. DG Set, its panels, accessories and wirings and space for installation of the same.
10. Community Hall and Gym Club related construction and the constructions, fittings and fixtures with equipments.
11. Swimming Pool
12. Initial equipments for Wi-Fi
13. Boundary wall and gate and Security Gate House
14. Fire Safety system
15. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex

## **Part II**

### **Specifications**

#### **Specifications as regards constructions of and fittings and fixtures to be provided in the Units**

- **Structure:**

- RCC Superstructure.

- **Internal walls:**

- Cement plastering overlaid with smooth, impervious Plaster-of-Paris.

- **Doors:**

- Wooden door frame with 32mm thick flush door

- **Windows:**

- Sliding Aluminium windows with large panes.

- **Flooring:**

- Vitrified tile flooring in living/dining room.



- Ceramic tiles in all Bedrooms
- **Balcony:**
  - Decorative MS railings up to 3 Feet Height
  - Provision for full balcony grill (as per design approved by the developer) at extra cost.
  - Anti-skid Ceramic Floor Tiles
- **Kitchen:**
  - Ceramic floor tiles,
  - Granite counter top with steel sink,
  - Ceramic tiles dado up to a height of 2 feet from the granite top.
- **Toilet:**
  - Ceramic floor tile ,
  - Ceramic tiles up to door height,
  - CP Fittings and sanitary ware of Parryware / Hindware or equivalent make.
- **Electrical:**
  - Superior quality concealed wiring with the modular switches and miniature circuit breaker. One TV point in Living room. AC point in Master Bedroom
- **Exterior:**
  - Weather-proof emulsion paint

### **PART III**

Subject to the Purchasers observing and performing their obligations hereunder, the Unit shall be completed by the Developer within \_\_\_\_\_ with a grace period of 6 months which is subject howsoever to force majeure.

### **THE FIFTH SCHEDULE ABOVE REFERRED TO:**

### **MAINTENANCE CHARGES**

**(To be discussed)**

**SIXTH SCHEDULE ABOVE REFERRED TO**

**Part-I**

**Consideration**

**(To be discussed)**

**Part-II**

**(Installment and Schedule of Payment)**

**(To be discussed)**

**SEVENTH SCHEDULE ABOVE REFERRED TO**

**(EXTRAS & DEPOSITS)**

**(To be discussed)**

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

**SIGNED        SEALED        AND**  
**DELIVERED** on behalf of the  
abovenamed **OWNER** at Kolkata  
in the presence of:

**SIGNED      SEALED      AND  
DELIVERED** on behalf of the  
abovenamed **DEVELOPER** by its  
Director **Mr.** pursuant to  
Resolution dated \_\_\_\_\_ at  
Kolkata in the presence of:

**SIGNED      SEALED      AND  
DELIVERED** on behalf of the  
abovenamed **PURCAHSER** by its  
Director **Mr.** pursuant to  
Resolution dated \_\_\_\_\_ at  
Kolkata in the presence of:

