

(NOTE: THIS IS ONLY A PORFORMA OF THE AGREEMENT FOR SALE AND IS SUBJECT TO AMMENDMENTS/CHANGES AS MAY BE REQUIRED DUE TO CHANGES IN DRAFTING STYLE/ERRORS/OMMISSIONS AND/OR THE TERMS AGREED UPON BETWEEN THE PARTIES.)

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ___ day of _____, 2018, **By and Between**

(1) INDRA CHAND GUPTA (PAN No. ACVPG2719H) son of Late Basant Lal Chowdhury **(2) SMT. DROPADI DEVI AGARWAL (PAN No. ADCPA9212D)** wife of Sri Indra Chand Gupta **(3) SUSHIL KUMAR AGARWAL (PAN No. AGQPA1323C)** son of Sri Indra Chand Gupta **(4) MS. SANGEETA AGARWAL (PAN No. AJSPA2277Q)** daughter of Sri Indra Chand Gupta **and (5) MS. SWETA AGARWAL (PAN No. AJSPA2276R)** daughter of Sri Indra Chand Gupta all residing at No. 464 S.N.Roy Road, Kolkata 700 038 P.O. Sahapur P.S. New Alipore **(6) ANUP KUMAR AGARWAL (PAN No. ACJPA1752C)** son of Late Sagarmal Agarwal **(7) SMT. SHASHI AGARWAL (PAN No. ACXPA6465A)** wife of Sri Anup Kumar Agarwal both residing at No. 270 Raja Ram Mohan Roy Road, Kolkata 700 041 P.O. Paschim Putiyari, P.S. Haridevpur **(8) PAWAN KUMAR AGARWAL (PAN No. ACXPA6275C)** son of Late Sagarmal Agarwal **(9) SMT. SHASHI AGARWAL (PAN No. ACXPA6283G)** wife of Sri Pawan Kumar Agarwal **(10) SURENDRA KUMAR AGARWAL (PAN No. ACXPA6394A)** son of Late Sagarmal Agarwal **(11) SMT. BABITA AGARWAL (PAN No. AEWPA6310D)** wife of Sri Surendra Agarwal **(12) RABINDRA AGARWAL (PAN No. ACXPA6284B)** son of Late Sagarmal Agarwal **(13) SMT. RUPA AGARWAL (PAN No. ACRPJ8730D)** wife of Sri Rabindra Agarwal all residing at No. 270 Raja Ram Mohan Roy Road, Kolkata 700041 P.O. Paschim Putiyari, P.S. Haridevpur **(14) KAILASH CHANDRA AGARWAL (PAN No. AFIPA6079A)** son of Late Bisheswar Lal Agarwal **(15) SMT. KUSUM AGARWAL (PAN No. ACIPA8619H)** wife of Sri Kailash Chandra Agarwal and **(16) KANHAIYA AGARWAL (PAN No. AHQPA9551M)** son of Sri Kailash Chandra Agarwal all residing at No. 24/25 Moulana Abul Kalam Azad Road, 3rd floor, Howrah 711 101 P.O. Howrah, P.S. Golabari hereinafter collectively referred to as the **SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns and the AOP formed by the Sellers) represented by their registered constituted attorney being seller no___ as hereinabove mentioned of the **ONE PART**

AND

[If the Purchaser is a company]

_____, (CIN No._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at_____,(PAN _____), represented by its authorized signatory, _____, duly authorized vide board resolution dated _____, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____,(Pan No. _____ authorized

vide _____, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[In case the Purchaser is an Individual]

Mr. / Ms. _____, (Pan No. _____) son / daughter of _____, aged about _____, residing at _____, hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[In case of Joint Purchasers]

Mr. / Ms. _____, (Pan No. _____) son / daughter of _____, aged about _____, residing at _____ and Mr. / Ms. _____, (Pan No. _____) son / daughter of _____, aged about _____, residing at _____, hereinafter collectively called the "**Purchaser/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Pan No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Family known as _____ HUF, having its place of business / residence at _____, (Pan _____), hereinafter referred to as the "**Purchasers**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other Purchaser/s(s), in case of more than one Purchaser/s]

The Sellers and Purchaser/s shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A)** The Sellers alongwith Sri. Prahlad Chand Agarwal, Smt. Pushpa Devi Agarwal, Sri. Sunil Kumar Agarwal, Smt. Mamta Agarwal, Sri. Jitendra Agarwal, Sri. Bajrang Lal Agarwal, Smt. Suraj Mukhi Agarwal, Sri. Rajendra Kumar Agarwal, Smt. Shimla Devi Agarwal, Sri. Dinesh Agarwal, Late Sagarmal Agarwal, Smt. Droupadi Devi Agarwal, Sri. Manoj Kumar Agarwal and Smt. Neha Agarwal (hereinafter collectively referred to as the ORIGINAL OWNERS) had constituted themselves into an Association an Association of persons commonly known as SKDJ DREAM HOME (PAN NO. AACAS7856H) (hereinafter referred to as the AOP) in terms of an agreement dated 12th day of March 2007 for the purpose of undertaking development of various properties in Mouza Gopalpur and Mouza Behala.

- B)** The said "ORIGINAL OWNERS" become entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 184 cottahs 8 chittacks and 27 sqft (be the same a little more or less) comprised in Mouza Gopalpur (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the FIRST SCHEDULE PROPERTY) having acquired the same by virtue of the following registered Deeds of conveyances :
- C)** By a Deed of Conveyance dated 3rd November 2006 and registered at the office of the Additional Registrar of Assurances-1, (ARA-1) Kolkata in Book No. I Volume No. I Pages 1 to 41 Being No. 02228 for the year 2007 the Original Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to FIRSTLY ALL THAT the various pieces and parcels of land containing by estimation an area of 1 Bighas 0 Cottahs 9 Chittacks 5 Sq.ft. (more or less) comprised in MouzaGopalpore P.S. Maheshtala, ParganaBalialia in the District of South 24 Parganas (more fully and particularly mentioned and described in PART I of the FIRST SCHEDULE hereunder written) AND SECONDLY ALL THAT the various pieces and parcels of land containing by estimation an area of 6 Bighas 19 Cottahs 6 Chittacks 18 Sq.ft. (more or less) situated and comprised in MouzaGopalpore within P.S. Maheshtala, ParganaBalialia in the District of South 24 Parganas (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written)
- D)** By another Deed of Conveyance dated 20TH February 2007 registered at the office of the Additional Registrar of Assurances-I (ARA-I) in Book No. I Volume No.1 Pages 1 to 27 Being No. 2846 for the year 2007 the Original Owners herein became entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 16 cottahs and 6 chittacks (more or less) comprised in Mouza Gopalpore P.S. Maheshtala, Pargana Balialia in the District of South 24 Parganas(more fully and particularly mentioned and described in PART III of the FIRST SCHEDULE hereunder written)
- E)** By another Deed of Conveyance dated 4th July 2008 registered at the office of the Additional Registrar of Assurances-I (ARA-I) in Book No. I, Volume No.9 Pages 1874 to 1898 Being No. 03371 for the year 2008 the Original Owners herein became entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 11 cottahs and 8 chittacks (more or less) comprised in Mouza Gopalpore P.S. Maheshtala, Pargana Balialia in the District of South 24 Parganas(more fully and particularly mentioned and described in PART IV of the FIRST SCHEDULE hereunder written)
- F)** The said First Schedule property was acquired by the Original Owners for undertaking a Housing Project and for the aforesaid purpose the Original Owners caused a map or plan to be sanctioned by Maheshtala Municipality whereby the Original Owners became entitled to construct erect and complete several blocks and/or buildings each block and/or building comprising of various self contained flats, units, apartments, constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various intending Purchaser/ss on ownership basis
- G)** The Original Owners from time to time have entered into various agreements for sale and/or have executed the Deeds of conveyances in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the blocks and/or buildings constructed on the said First Schedule property in favour of various persons (hereinafter referred to as the PHASE ONE FLAT PURCHASER/SS)

- H)** In all the agreements and/or deeds of conveyances which have been executed in favour of the Phase One Flat Purchaser/s, it was made known to all the Phase One Flat Purchaser/s that the blocks and/or buildings constructed on the First Schedule property was only a part of the Housing Project intended to be undertaken by the Original Owners and that the Original Owners were in the process of acquiring adjoining and/or abutting property with the intent of including the same to form part of the Housing Project.
- I)** Subsequent to acquiring the said First Schedule property, the Original Owners also purchased and acquired various other pieces and parcels of land containing by estimation in aggregate an area of 3 bighas 10 cottahs 13 chittacks and 5 sq.ft, equivalent to 4736 sq.mtrs (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the SECOND SCHEDULE PROPERTY/SAID LANDS) which is abutting the First Schedule Property by virtue of the following registered Deeds of Conveyances :
- J)** Deed of Conveyance dated 27th August 2008 and made between Delta Nirman Pvt Ltd therein referred to as the Vendor of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.27 Pages 4289 to 4312 Being No. 11205 for the year 2005 the Original Owners herein became entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 1 Bigha 14 cottahs 14 chittacks and 32 sq.ft. (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART ONE PROPERTY)
- K)** Deed of Conveyance dated 10TH November 2009 and made between Smt. Basanti Das therein referred to as the Vendor of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.28 Pages 2794 to 2813 Being No. 12217 for the year 2009 the Original Owners herein became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area 32 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART II of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART TWO PROPERTY)
- L)** Deed of Conveyance dated 10TH November 2009 and made between Smt. Basanti Das therein referred to as the Vendor of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.28 Pages 2772 to 2793 Being No. 11216 for the year 2009 the Original Owners herein became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area of 28 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART III of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART THREE PROPERTY)
- M)** Deed of Conveyance dated 31st December 2010 and made between Jatindra Nath Mazumdar and others therein referred to as the Sellers of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the

Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.1 Pages 4068 to 4091 Being No. 00189 for the year 2011 the said original owners became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area 32 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART IV of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART FOUR PROPERTY)

- N)** Deed of Conveyance dated 31st December 2010 and made between Jatindra Nath Mazumdar therein referred to as the Vendor of the One Part and the Original Owners therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.1 Pages 4068 to 4091 Being No. 00188 for the year 2011 the Original Owners became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area of 28 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART V of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART FIVE PROPERTY)
- O)** After having acquired the said Second Schedule Property, the Original Owners caused the said lands to be amalgamated into a single Premises and caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No.2015140416 dated 28/09/2015 whereby the Original Owners became entitled to construct erect and complete a building/s on the said Second Schedule property comprising of ground plus 10 upper floors and car parking spaces, each floor comprising of various self contained flats units apartments and constructed spaces and the said map or plan has been subsequently been revised and by a map or plan sanctioned by Kolkata Municipal Corporation being No.2017140306 dated 13/01/2018 ("hereinafter referred to as the sanctioned plan") whereby the Original Owners became entitled to construct erect and complete a new building on the said Second Schedule Property comprising of ground plus 12 upper floors and car parking spaces, each floor comprising of various self contained flats units apartments and constructed spaces and the said new building is to form part of the HOUSING PROJECT to be undertaken by the Original Owners. The expression 'plan' shall mean and include all alterations and/or modifications made thereto from time to time. The Sellers agrees and undertakes that it shall not make any changes to these layout plans as required under the law except in strict compliance with section 14 of the Act and other laws as applicable and/or as per the terms of this Agreement.
- P)** The said First Schedule Property and Second Schedule property were acquired by the Original Owners for undertaking development of an integrated Housing Project having common entrances, exits, facilities, utilities and amenities which is to remain available for common use and enjoyment of all the owners and/or occupiers of the said Housing Project.
- Q)** The said First Schedule property and the said Second Schedule Property/Said Lands wherever the context so permits are collectively referred to as the Total Property and the buildings to be constructed on the said Total Property shall form part of the said Housing Project.
- R)** The said Sagarmal Agarwal being a member of the said AOP died intestate on 29th April 2015 leaving him surviving his widow Smt. Droupadi Devi Agarwal and his six

sons namely (1) Anup Kumar Agarwal (2) Manoj Agarwal (3) Pawan Agarwal (4) Pramod Agarwal (5) Surendra Agarwal and (6) Rabindra Agarwal as his only heirs and/or legal representatives who thus became entitled to his right title interest into or upon the said Total Property

- S)** The said Pramod Agarwal one of the sons of the said Late Sagarmal Agarwal by two registered Deed of Gifts both dated 27th September 2016 transferred the entirety of his right title interest claim or demand into or upon the said total Property unto and in favour of his mother Smt. Droupadi Agarwal and his five brothers namely (1) Anup Kumar Agarwal (2) Manoj Agarwal (3) Pawan Agarwal (4) Surendra Agarwal and (5) Rabindra Agarwal in equal shares who thus in addition to their respective right title interest into or upon the said total Property jointly became entitled to the share of deceased into or upon the said total Property and the buildings standing thereon.
- T)** Upon the death of the said Late Sagarmal Agarwal and transfer of the entirety of the right title interest by his son Promod Agarwal into or upon the said Total Property and/or the said AOP, if any, the said AOP was reconstituted as recorded in an Agreement dated 15th September 2016
- U)** By two registered deeds of Gift both dated 29th May 2017 bearing Nos. 160204635 and 160204636 respectively for the year 2017 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Suraj Mukhi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP unto in favour of her husband Sri. Bajrang Lal Chowdhury also a member of the said AOP.
- V)** By two registered deeds of Gift both dated 29th May 2017 bearing Nos. 160204637 and 160204638 for the year 2017 and registered at the office of the District Sub Registrar-III, Alipore , Sri. Bajrang Lal Chowdhury a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his brother Sri. Indra Chand Gupta also a member of the said AOP.
- W)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203170 and 160203177 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore , Smt. Shimla Devi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Rajendra Kumar Agarwal a member of the said AOP.
- X)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203169 and 160203168 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore Sri. Dinesh Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his father Sri. Rajendra Kumar Agarwal a member of the said AOP.
- Y)** By two registered deeds of Gift both dated 10th April 2018 bearing Nos. 160204569 and 160204570 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore Sri. Rajendra Kumar Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his brother Sri. Indra Chand Gupta a member of the said AOP.

- Z)** By two registered deeds of Gift dated 16th March 2018 bearing Nos. 160203176 and 160203173 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Pushpa Devi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Prahlad Chand Agarwal a member of the said AOP.
- AA)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203175 and 160203171 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Sri. Jitendra Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his father Sri. Prahlad Chand Agarwal a member of the said AOP.
- BB)** By two registered deeds of Gift both dated 16th March 2018 and bearing Nos. 160203174 and 160203172 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Mamta Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Sunil Kumar Agarwal, a member of the said AOP.
- CC)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203469 and 160203178 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Sri. Sunil Kumar Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his father Sri. Prahlad Chand Agarwal, a member of the said AOP.
- DD)** By two registered deeds of Gift both dated 10th April 2018 bearing Nos. 160204571 and 160204572 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Sri. Prahlad Chand Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his brother Sri. Indra Chand Gupta, a member of the said AOP.
- EE)** By two registered deeds of Gift both dated 21st March 2018 bearing Nos. 160203470 and 160203471 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Neha Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Manoj Kumar Agarwal, a member of the said AOP.
- FF)** By two registered deeds of Gift both dated 27th March 2018 bearing Nos. 160203664 and 160203665 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Sri. Manoj Kumar Agarwal a member of the said AOP transferred by way of Gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his mother Smt. Dropadi Devi Agarwal, a member of the said AOP.
- GG)** By two registered deeds of Gift both dated 27th March 2018 bearing Nos. 160203666 and 160203667 for the year 2017 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Dropadi Devi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon

the said Total Property and/or right title interest in the AOP in favour of her brother Sri. Kailash Chandra Agarwal , a member of the said AOP.

HH) In the events as aforesaid the said Sri. Prahlad Chand Agarwal, Smt. Pushpa Devi Agarwal, Sri. Sunil Kumar Agarwal, Smt. Mamta Devi Agarwal, Sri. Jitendra Agarwal, Sri. Bajrang Lal Chowdhury, Smt. Suraj Mukhi Agarwal, Sri. Rajendra Kumar Agarwal, Smt. Shimla Devi Agarwal, Sri. Dinesh Agarwal, Late. Sagarmal Agarwal, Smt. Droupadi Devi Agarwal, Sri. Manoj Agarwal and Smt. Neha Agarwal parties have ceased to be members of the said AOP and/or have any right over the Total Property and as such the said AOP has been reconstituted and the Sellers herein are the only members of the said AOP each one of them being entitled to the following share or interest into or upon the said TOTAL PROPERTY:

Name of the Owner	Share
(1) INDRA CHAND GUPTA	- 36.66%
(2) SMT. DROPADI DEVI AGARWAL	- 3.33%
(3) SUSHIL KUMAR AGARWAL	- 3.33%
(4) MS. SANGEETA AGARWAL	- 3.33%
(5) MS. SWETA AGARWAL	- 3.33%
(6) ANUP KUMAR AGARWAL	- 3.88%
(7) SMT. SHASHI AGARWAL	- 3.33%
(8) PAWAN KUMAR AGARWAL	- 3.88%
(9) SMT. SHASHI AGARWAL	- 3.33%
(10) SURENDRA AGARWAL	- 3.88%
(11) SMT. BABITA AGARWAL	- 3.33%
(12) RABINDRA AGARWAL	- 3.88%
(13) SMT. RUPA AGARWAL	- 3.33%
(14) KAILASH CHANDRA AGARWAL	- 14.44%
(15) SMT. KUSUM AGARWAL	- 3.33%
(16) KANHAIYA AGARWAL	- 3.33%

II) The Sellers are thus the absolute and lawful owner of all the pieces and parcels of land located in the Dag Nos. 329, 330, 331, 703 and 704 in Mouza Behala, totally admeasuring 4736 square meters situated at District 24 Parganas South in the manner hereinabove mentioned.

JJ) The Sellers have commenced the work of construction of a new building in accordance with the said Plan on the said Second Schedule Property/Said Lands comprising of several self contained flats units apartments constructed spaces and car parking spaces to be ultimately held by various intending Purchaser/ss on ownership basis and the said Housing Project shall be known as 'Parnasree Green Heights'.

KK) After commencement of the work of construction of the said new building the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said ACT) and the rules framed thereunder (hereinafter referred to as the RULES) had come into force and in accordance with the provisions of the said Act and the Rules framed thereunder the Seller intends to sell and transfer the various flats units apartments and sanctioned car parking spaces to various intending purchasers/allottees and the Seller has caused itself to be registered with the concerned authorities being the Housing Industry Regulatory authority under Sub Section 1 of Section 20 of the said Act

- LL)** The owners and occupiers of the building situated on the said First Schedule Property and the owners and occupiers of the building situated on the said Second Schedule Property/Said Lands will have the right in common to use and enjoy the various common parts and portions as specified in the **Seventh Schedule** hereunder written in common with each other.
- MM)** The Sellers are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Sellers regarding the Said Land on which Property/New Building is to be constructed have been completed.
- NN)** The Sellers has registered the Property/New Building under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration No. _____;
- OO)** The Purchaser/s had applied for an apartment in the Property/New Building vide application No. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square feet (be the same a little more or less) and having by estimation a chargeable area of _____ sq.ft (be the same a little more or less), type _____, on _____ floor in [tower/block/building] No. _____ ("Building") along with a balcony (if any) having by estimation a chargeable area of _____ square feet (be the same a little more or less) along with a terrace (if any) having by estimation a chargeable area _____ square feet (be the same a little more or less) along with _____ (open/covered/mechanical/stacked) _____ car parking space/s (if any) measuring 12.5 square meters each (be the same a little more or less) in the ground floor of the Property/New Building (hereinafter referred to as the "APARTMENT/FLAT AND THE PROPERTIES APPURTENANT THERETO" more particularly described in Third Schedule and the floor plan of the apartment is annexed hereto and marked as Fourth Schedule), as permissible under the applicable law and the proportionate share in the common parts and portions as defined in this Agreement;
- PP)** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- QQ)** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/New Building;
- RR)** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- SS)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment/Flat and the Properties Appurtenant thereto as specified in **Para OO** ;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

A. DEFINITIONS

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- A.1. **AGREEMENT** shall mean this agreement together with the schedules and annexures hereto and any other deed and/or document executed in pursuance/amendment hereof
- A.2. **APPROVALS** shall mean and include all licences, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- A.3. **ACT** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
- A.4. **ASSOCIATION of the Purchasers** shall mean the Association of the Purchasers/Flatowners which may be formed by the Seller in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Seller for taking control of the common parts and portions and for rendition of common services.
- A.5. **ADVOCATES** shall mean Mr. R.L. Gaggar, Solicitor & Advocate of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the Seller, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.
- A.6. **ARCHITECT** shall mean Agarwal and Agarwal, Architects of No. 215, Sebak Badiya St, Dover Terrace, Ballygunge, Kolkata, West Bengal 700019 or any other firm or architects appointed by the Seller.
- A.7. **BALCONY** shall mean such extended part or portion of any particular flat/unit which shall form an integral part of a particular flat/unit.
- A.8. **CARPET AREA OF THE FLAT** means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- A.9. **MAINTAINANCE CHARGES/CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Purchasers inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions as described in the **Ninth Schedule**.
- A.10. **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as defined in the Act and as are available to and/or in respect of the Property/New Building located in the Second Schedule Property (more fully and particularly mentioned and described in the **Seventh Schedule** hereunder written) and the common areas and amenities as are available in the First Schedule Property of the Housing Project which shall remain common for the use and enjoyment of the owners/occupiers of all the flatowners of the Housing Project.
- A.11. **CAR PARKING SPACE/S** shall mean covered/opened/mechanical/stacked car parking spaces at the ground floor of the Said Lands/Premises as expressed or intended by the Seller in its absolute discretion for parking of motor cars.
- A.12. **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the **Eighth Schedule** hereunder written.
- A.13. **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said Housing Project for beneficial use and enjoyment of their respective Flats/Units.

- A.14. **TOTAL PROPERTY** shall mean and include both the said First Schedule property and the said Second Schedule Property/Said Lands.
- A.15. **HOUSING PROJECT** shall mean and include all the building(s) to be constructed at the said Total Property and to be commonly known as "**PARNASREE GREEN**" or such other name as the Seller in their absolute discretion may deem fit and proper.
- A.16. **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Seller and upon formation by the Committee/Holding Organisation/Association of the Purchasers and/or by FMC after appointment of the FMC as the case may be subject to the Purchaser making payment of proportionate share of such maintenance charges.
- A.17. **COMMON ROOF** shall mean a part or portion of the ultimate roof as may be determined by the Seller which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said Lands.
- A.18. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- A.19. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Purchaser takes physical possession of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Seller to the Purchaser to take possession of the said Flat/Unit irrespective of whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.
- A.20. **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the DEVELOPER / SELLER shall endeavour to make available to the Purchasers the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Seller plus fifteen days.
- A.21. **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- A.22. **EXTRA PAYMENTS** shall mean the amount required to be paid by the Purchaser to the Seller apart from the total consideration amount as hereinafter appearing which forms a part of the Total Price.
- A.23. **ASSOCIATION OF THE PURCHASERS/HOLDING ORGANISATION** shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing project
- A.24. **APARTMENTS/FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Seller at the said Lands capable of being exclusively held or occupied by a person and/or persons at the said Lands.
- A.25. **HOUSE RULES/USAGE** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.
- A.26. **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- A.27. **BOOKING AMOUNT** shall mean an amount equivalent to 20% of the Total Consideration Price as defined under this Agreement plus applicable taxes under the law.
- A.28. **PROPERTY/NEW BUILDING** shall mean the New Building to be constructed by the Sellers at the said Premises in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.

- A.29. **OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation or deemed to be granted by Kolkata Municipal Corporation certifying completion of the new building as per the applicable building rules and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Purchaser.
- A.30. **PLAN** shall mean the Building plan sanctioned by The Kolkata Municipal Corporation being No. Plan **No.2015140416 dated 28/09/2015** and including the revised Plan **No. 2017140306 dated 13/01/2018** as hereinbefore mentioned as also such modification/s or variation/s as may be made by the Sellers from time to time as per the terms of this Agreement and with prior sanction from the authorities concerned if required.
- A.31. **PREMISES** shall mean Municipal **Premises No. 1476 Upendra Nath Banerjee Road, Kolkata - 700060** being the amalgamated property formed by amalgamating the said lands (more fully and particularly mentioned and described in PART VI of the SECOND SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)
- A.32. **PURCHASER/S** shall be deemed to mean and include :-
- a) In case the Purchaser be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
 - b) In case the Purchaser be a Hindu Undivided family, then its Karta, coparceners or othermembers for the time being of the said HUF and their respective heirs legal representativesexecutors and administrators.
 - c) In case the Purchaser be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/oradmitted as partner and/or partners of the said Partnership Firm or such other person and/orpersons who may carry on the business of the partnership Firm and their respective heirs,legal representatives, executors, administrators and assigns.
 - d) In case the Purchaser be a company, then its successors or successors-in-interest.
 - e) In case the Purchaser be Trust, shall include the Trustee and/or Trustees for the time being ofthe said Trust and their respective heirs, legal representative executors administrators andassign.
- A.33. **PROPORTIONATE OR PROPORTIONATELY** shall mean the chargeable area of any Unit to bear to the chargeable area of all the units/Units in the said Housing Project provided that where it refers to the share of the Purchasers or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)
- A.34. **POSSESSION** shall mean the date on which possession is made over by the Seller to the Purchaser after occupancy certificate is obtained as provided in this agreement.
- A.35. **RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017
- A.36. **REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017
- A.37. **SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the **Flat/Unit No. _____ on the _____ floor in Block No. _____** at the said Lands (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written.
- A.38. **SAID SHARE IN THE SAID LANDS** shall mean proportionate undivided indivisible impartible share in the land comprised in the said Lands attributable to

the said unit agreed to be purchased hereunder by the Purchaser and to be determined by the Seller in its absolute discretion

- A.39. **SELLER** shall mean the said **INDRA CHAND GUPTA AND 15 OTHERS** and shall include their respective heirs legal representatives executors administrators and assigns.
- A.40. **AUTHORISED REPRESENTATIVES** shall mean **Indra Chand Gupta** and **Surendra Agarwal** having been duly authorized by a power of attorney dated 18th day of May, 2018 by all the Sellers herein.
- A.41. **FIRST SCHEDULE PROPERTY** shall mean ALL THAT the various pieces and parcels of land containing by estimation an area of 184 Cottahs 8 Chittacks and 27 Sqft (be the same a little more or less) in Mouza Gopalpur (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- A.42. **SECOND SCHEDULE PROPERTY** shall mean ALL THAT the various pieces and parcels of land containing by estimation in aggregate an area 4736 sq.mtrs (more fully and particularly mentioned and described in the various parts of the SECOND SCHEDULE hereunder written)
- A.43. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- A.44. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Purchaser/s herein towards maintenance fund which shall be held by the Seller and after the said new building is completed and possession is made over and upon formation of the Association of the Purchasers the said amount shall be transferred by the Seller to such Association of the Purchasers upon deductions of the charges made in connection with the upkeeping of the Housing Project and the facilities and/or amenities provided therein.
- A.45. **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Seller and/or the FMC/Holding Organisation/Association of the Purchasers incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Seller and/or the FMC/Holding Organisation/Association of the Purchasers either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Seller and/or the FMC/Holding Organisation/Association of the Purchasers in their absolute discretion.
- A.46. **TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.
- A.47. **TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Purchaser to the Seller in terms of this agreement.

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Sellers agree to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Apartment/Flat and the Properties Appurtenant thereto as specified in **Para OO**;
- 1.2 The Consideration Price for the Flat based on the Carpet area is Rs. _____ (Rupees _____ only and the Consideration Price for the Balcony (if any) is

Rs. _____ (Rupees _____ only)
and the Consideration Price for the Terrace (if any) is
Rs. _____ (Rupees _____ only)
and the Consideration Price for the Car Parking Spaces (if any) is
Rs. _____ (Rupees _____ only)
and the sum of all the Consideration Prices is
Rs. _____ only ("**Total Consideration Price**") :

PROPERTY PRICE	Carpet Area (Sq. Ft.)	Chargeable Area	Price (Per Sq. Ft.)	AMOUNT	
FLAT				AMOUNT	
BALCONY				AMOUNT	
TERRACE				AMOUNT	
				TOTAL	
PARKING PRICE	Type of Parking	Nos.	Amount	TOTAL	
TOTAL CONSIDERATION PRICE					
UTILITY EXPENSES	Particulars	Amount			
	H.T/L.T/ Transfer				
	Generator Charges				
	AC Wiring Installed	TOTAL			
LEGAL CHARGES	Particulars	Amount			
	Legal & Documentation Charges	TOTAL			
ADDITIONAL DEPOSITS (MANDATORY)	Particulars	Amount			
	Maintenance Deposit				
	KMC TAX Deposit				
	Sinking Fund	TOTAL			
TAXES ON TOTAL CONSIDERATION PRICE					
					TOTAL
(RUPEE				TOTAL	
_____				PRICE	
_____ ONLY)					

Explanation:

- (i). The Total Price above includes the booking amount paid by the Purchaser/s to the Sellers towards the Apartment/Flat and the Properties Appurtenant thereto.
- (ii). The Total Price above includes Taxes (consisting of tax paid or payable by the Sellers by way of Value Added Tax, Service Tax, and Cess or any other similar taxes as on date, in connection with the construction of the Property/New Building payable by the Sellers) up to the date of handing over the possession of the Apartment/Flat and the Properties Appurtenant thereto.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/s to the Sellers shall be increased/reduced based on such change / modification.

- (iii). The Sellers shall periodically intimate to the Purchaser/s, the amount payable as stated in (i) above in the form of written intimations/demand letters and the Purchaser/s shall make payment within 30 (thirty) days from the date of such written intimation/demand letter. In addition, the Sellers shall provide to the Purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv). The Total Price of the Apartment/Flat and the Properties Appurtenant thereto includes:1. Pro rata share in the Common Areas; and 2) _____ parking space(s) as provided in the Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Sellers undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Sellers 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.
- 1.4 The Purchaser/s(s) shall make the payment as per the payment plan set out in **Fifth Schedule ("Payment Plan")**.
- 1.5 The Sellers shall have the right to provide discounts on the taxes and/or early payments as may be agreed between the parties in writing.
- 1.6 It is agreed that the Sellers shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein

in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/s except that the Sellers may make such minor additions or alterations as may be required by the Purchasers and or as agreed upon in this Agreement, or such changes which do not modify and/or alter the said Plan so long as the same does not adversely affect the Apartment intended to be acquired by the Purchaser/s or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Sellers shall confirm the final carpet area of the Flat that has been allotted to the Purchaser/s after the construction of the New Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Sellers. If there is any reduction in the carpet area of the Flat within the defined limit then Sellers shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area of the Flat allotted to Purchaser/s, the Sellers shall demand that from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.8 Subject to Clause 9.3 the Sellers agrees and acknowledges, the Purchaser/s shall have the right to the Apartment/Flat and the Properties Appurtenant thereto as mentioned below:
 - (i). The Purchaser/s shall have exclusive ownership of the Apartment;

 - (ii). The Purchaser/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Sellers shall convey the entire chargeable area to the Purchaser and as such the undivided proportionate title in the common areas will also be conveyed to the Purchaser and the Purchaser shall compulsorily become a member of the Association of the Purchasers as provided in the Act.

 - (iii). That the computation of the total price of the Apartment/Flat and the Properties Appurtenant thereto includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Property/New Building.

- 1.9 It is made clear by the Sellers and the Purchaser/s agrees that the Apartment/Flat and the Properties Appurtenant thereto along with

_____ garage/ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Property/New Building is an independent, self-contained Property/New Building covering the said Lands and shall form a part of the entire housing project as hereinbefore mentioned for the purpose of integration of infrastructure and for the benefit of all the Purchasers of the Total Property as provided hereinbefore and the Housing Project's facilities and amenities shall remain common for use and enjoyment of all the Purchasers of the Housing Project including the Occupiers and/or Purchasers of the First Schedule Property.

- 1.10 The Sellers agrees to pay all outgoings before transferring the possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for 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 Property/New Building). If the Sellers fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Sellers agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Purchaser/s has paid a sum of Rs, _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment/Flat and the Properties Appurtenant thereto at the time of application the receipt of which the Sellers hereby acknowledges and the Purchaser/s hereby agrees to pay the remaining total price of the Apartment/Flat and the Properties Appurtenant thereto as prescribed in the Payment Plan set out in the **Fifth Schedule** as may be demanded by the Sellers within the time and in the manner specified therein:

Provided that if the Purchaser/s delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Sellers abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the Sellers, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft in favour of '**SKDJ DREAM HOME BLOCK 7**' payable at the registered office of the said AOP and or through online payment made on the following account:

INSERT ONLINE PAYMENT DETAILS

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign

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

- 3.2 The Sellers accepts no responsibility in this regard. The Purchaser/s shall keep the Sellers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Sellers immediately and comply with necessary formalities if any under the applicable laws. The Sellers 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 apartment applied for herein in any way and the Sellers shall be issuing the payment receipts in favour of the Purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser/s authorizes the Sellers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Sellers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Sellers to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Sellers as well as the Purchaser/s. The Sellers shall abide by the time schedule for completing the Property/New Building and handing over the Apartment/Flat and the Properties Appurtenant thereto to the Purchaser/s after receiving the occupancy certificate. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Sellers as provided in **Fifth Schedule ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/NEW BUILDING/ APARTMENT

The Purchaser/s has seen the specifications of the Apartment/Flat as set out in the **Sixth Schedule** hereunder written and accepts the Payment Plan set out in the **Fifth Schedule** hereunder written, floor plans set out in the **Fourth Schedule** hereunder written which has been approved by the competent authority, as represented by the Sellers. The Sellers shall develop the Property/New Building in

accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Sellers undertake to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation /alteration / modification in such plans except for such modifications/changes as agreed upon between the parties under this Agreement and/or modify and/or alter the said Plan so long as the same does not adversely affect the Apartment intended to be acquired by the Purchaser/s and/or such changes as may be made upon obtaining prior permission from the Purchaser/s and/or in the manner provided under the Act, and breach of this term by the Sellers shall constitute a material breach of the Agreement and in case of such breach the Seller shall be liable to rectify such breach.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment/Flat and the Properties Appurtenant thereto:

The Sellers agrees and understands that timely delivery of possession of the Apartment/Flat and the Properties Appurtenant thereto is the essence of the Agreement. The Sellers, based on the approved plans and specifications, assures to hand over possession of the Apartment/Flat and the Properties Appurtenant thereto on or before **28/09/2020 (The TWENTY EIGHTH OF SEPTEMBER TWO THOUSAND AND TWENTY)**, 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 Property/New Building ("**Force Majeure**"). If, however, the completion of the Property/New Building is delayed due to the Force Majeure conditions then the Purchaser/s agrees that the Sellers shall be entitled to the extension of time for delivery of possession of the Property/New Building and/or the Apartment/Flat and the Properties Appurtenant thereto, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Sellers to implement the Property/New Building due to Force Majeure conditions, then this allotment shall stand terminated and the Sellers shall refund to the Purchaser/s the entire amount received by the Sellers from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s, the Purchaser/s agrees that he/ she shall not have any rights, claims etc. against the Sellers and that the Sellers shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of the said Apartment/Flat and the Properties Appurtenant thereto:

The Sellers, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment/Flat and the Properties Appurtenant thereto, to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such Occupancy Certificate and the Sellers shall give possession of the Apartment/Flat and the Properties Appurtenant thereto to the Purchaser/s. The Sellers agrees and undertakes to indemnify the Purchaser/s in case of failure of

fulfillment of any of the provisions, formalities, documentation on part of the Sellers. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Sellers/Association of Purchasers, as the case may be upon receiving the possession of the Apartment/Flat and the Properties Appurtenant thereto in terms of this Agreement. The Sellers on its behalf shall offer the possession to the Purchaser/s in writing within 45 days of receiving the occupancy certificate of the Property/New Building.

7.3 Failure of Purchaser/s to take Possession of of the said Apartment/Flat and the Properties Appurtenant thereto:

Upon receiving a written intimation from the Sellers as per clause 7.2, the Purchaser/s shall take possession of the Apartment/Flat and the Properties Appurtenant thereto from the Sellers upon payment of all outstandings including interests at the rates prescribed in the Rules and by executing necessary indemnities, undertakings and such other documentation as may be required by the Sellers as per the terms and conditions of this Agreement, and the Sellers shall give possession of the Apartment/Flat and the Properties Appurtenant thereto to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable along with a sum of Rs. 5000/- (Rupees Five Thousand Only) per month towards guarding charges of the said Apartment/Flat and the Properties Appurtenant thereto. However for the purpose of defect liability the possession of the said Apartment/Flat and the Properties Appurtenant thereto shall be deemed to have been taken within three months of the date of issuance of the Occupancy Certificate as intimated to the Purchasers by the Sellers.

7.4 Possession by the Purchaser/s

After obtaining the occupancy certificate and handing over the possession of the Apartment/Flat and the Properties Appurtenant thereto to the Purchaser/ss, it shall be the responsibility of the Sellers to hand over the necessary documents and plans, including common areas, to the Holding Organisation/Association of the Purchasers or FMC, as the case may be.

7.5 Cancellation by Purchaser/s

The Purchaser/s shall have the right to cancel/withdraw his allotment in the Property/New Building as provided in the Act:

Provided that where the Purchaser/s proposes to cancel/withdraw from the Property/New Building without any fault of the Sellers, the Sellers herein is entitled to forfeit the booking amount paid for the allotment alongwith any interest due on the demands payable at the rates prescribed in the Rules. The balance amount of money paid by the Purchaser/s shall be returned by the Sellers to the Purchaser/s within 45 days of such cancellation.

7.6 Compensation/Defect Liability

After taking over possession of the said Apartment and/or failure of the Purchaser/s to take possession as provided hereinbefore, in the event of

there being any structural defect and such defect is not caused or occasioned because of any act deed or thing on the part of the Purchaser/s and detected within a period of five years from the date of taking over possession and/or the deemed possession then and in that event the Sellers shall remedy such defect at its own cost. The Purchaser/s however waives its right to claim any compensation/remedy in the event of any defect in construction if the same is caused because of any act deed or thing on the part of the Purchaser/s and/or due to non-occupancy of the said Apartment/Flat and the Properties appurtenant thereto.

The Sellers shall be liable to rectify any defect in title of the said lands on which the Property/New Building is being developed or has been developed and the Sellers shall always be responsible for any defect in the title of the said lands in the manner as provided under the Act and any defect regarding the Title shall not be barred by limitation provided under any law for the time being in force. The Purchaser/s however waives its right to claim any compensation in case of any defect in title.

Except for occurrence of a Force Majeure event, if the Sellers fails to complete or is unable to give possession of the Apartment/Flat and the Properties Appurtenant thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; and a) In case if the Purchaser/s wishes to withdraw from the Property/New Building, the Sellers shall return the total amount received by them in respect of the Apartment, with interest at the rate specified in the Rules within 45 days. The Purchaser/s however waives its right to claim any compensation in case the Purchaser/s wishes to withdraw from the Property/New Building. B) In case the Purchaser/s does not intend to withdraw from the Property/New Building, the Sellers shall pay the Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment and the Purchaser/s hereby confirms that in case the Purchaser/s does not intend to withdraw from the Property/New Building then in that case the Purchaser/s waives its right to claim any compensation except for the interest as stated hereinbefore.

8. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers hereby represents and warrants to the Purchaser/s as follows:

- (i). The Sellers have absolute, clear and marketable title with respect to the said Lands; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Lands for the Property/New Building;
- (ii). The Sellers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Property/New Building;
- (iii). There are no encumbrances upon the said Land or the Property/New Building;
- (iv). There are no litigations pending before any Court of law with respect to the said Lands, Property/New Building or the Apartment;

- (v). All approvals, licenses and permits issued by the competent authorities with respect to the Property/New Building, said Lands and Apartment/Flat and the Properties Appurtenant thereto are valid and subsisting and have been obtained by following due process of law. Further, the Sellers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Property/New Building, said Lands, Building and Apartment/Flat and the Properties Appurtenant thereto;
- (vi). The Sellers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii). The Sellers has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Property/New Building and the said Apartment/Flat and the Properties Appurtenant thereto which will, in any manner, affect the rights of Purchaser/s under this Agreement and in case any earlier Agreement for Sale has been entered upon between the Sellers with any other Purchaser such Agreement for Sale has been cancelled;
- (viii). The Sellers confirms that the Sellers is not restricted in any manner whatsoever from selling the said Apartment/Flat and the Properties Appurtenant thereto to the Purchaser/s in the manner contemplated in this Agreement;
- (ix). At the time of execution of the conveyance deed the Sellers shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat and the Properties Appurtenant thereto to the Purchaser/s alongwith the proportionate share in the common areas.
- (x). The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi). The Sellers has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Property/New Building to the competent Authorities till the date of possession of the Apartment/Flat and the Properties Appurtenant thereto;
- (xii). No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Sellers in respect of the said Land and/or the Property/New Building till date.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Sellers shall be considered under a condition of Default, in the following events:
- (i). Sellers fails to provide ready to move in possession of the Apartment/Flat and the Properties Appurtenant thereto to the Purchaser/s within the time period specified. For the purpose

of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects as certified by the architect.

- (ii). Discontinuance of the Sellers's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Sellers under the conditions listed above,

Purchaser/s is entitled to the following:

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

Provided that where an Purchaser/s does not intend to withdraw from the Property/New Building or terminate the Agreement, he shall be paid, by the Sellers, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

- (i). In case the Purchaser/s fails to make payments within 15 days of the demands made by the Sellers as per the Payment Plan set out in the **Fifth Schedule**, the Purchaser/s shall be liable to pay interest to the Sellers on the unpaid amount at the rate specified in the Rules.
- (ii). In case of Default by Purchaser/s under the condition listed above and the same continues for a period beyond two consecutive demands as raised by the Sellers, the Sellers shall cancel the allotment of the Apartment/Flat and the Properties Appurtenant thereto in favour of the Purchaser/s and refund the amount money paid to him by the Purchaser/s by deducting the booking amount alongwith the interest accrued upon the outstanding payments within 45 days of such cancellation and this Agreement shall thereupon stand terminated and the Sellers shall be entitled to enter into a fresh agreement with any other intending purchaser.

10. CONVEYANCE OF THE SAID APARTMENT

The Sellers, on receipt of the Total Price of the Apartment/Flat and the Properties Appurtenant thereto under this Agreement from the Purchaser/s along with the interest due thereon if any, shall execute a conveyance deed and convey the title of the Apartment/Flat and the

Properties Appurtenant thereto together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser/s fails/neglects to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the letter for possession, the Purchaser/s authorizes the Sellers to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Sellers is made by the Purchaser/s. The Purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROPERTY/NEW BUILDING

- 11.1 The Sellers shall be responsible to provide and maintain essential services in the Property/New Building for upto 3 months from the date of issuance of the Occupancy Certificate. The cost of such maintenance for the first 3 months from the date of obtaining the Occupancy Certificate has been included in the Total Price of the Apartment/Flat and the properties appurtenant thereto.
- 11.2 The Purchasers acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Purchasers and as such it is desirable that a Facility Management Company (hereinafter referred to as the FMC) be appointed and in this regard the Purchaser/s authorizes the Sellers to appoint a Facility Management Company on such terms and conditions as the Sellers in its absolute discretion may deem fit and proper who shall remain responsible for maintenance of the common parts and portions and for rendition of common services.
- 11.3 The Sellers shall be entitled to appoint a Facility management Company on such terms and conditions as the Sellers in its absolute discretion may deem fit and proper and the Purchasers shall be liable to make payment of an amount equivalent to 15% of the Maintenance Charges as service charges payable to such FMC
- 11.4 Until such time the Sellers has appointed such FMC the Sellers shall be liable to maintain the common parts and portions and be responsible for rendition of common services and as such the Sellers shall be entitled to claim an amount equivalent to 15% of the Maintenance Charges payable by the Purchasers as and by way of service charges.

After formation of the Holding Organization/Association of the Purchasers, the Holding Organization/Association of the Purchasers will take control of the common parts and portions and shall remain liable for rendition of common services

12. RIGHT OF PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES AND DEFAULT IN PAYMENT OF THE MAINTENANCE CHARGES/ENFORCEMENT

- 12.1 The Purchaser/s hereby agrees to purchase the Apartment/Flat and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to the use of Common Areas and the common facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Sellers/FMC/ Holding Organization/Association of the Purchasers (or the maintenance agency appointed by it) as the case may be and performance by the Purchaser/s

of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Purchaser/s from time to time.

12.2 In the event of the Purchasers failing to make payment of the common area maintenance charges (hereinafter referred to as the CAM CHARGES) the Purchasers shall be obligated to pay:

- i) Interest at the rate of 15% per annum on all amounts remaining outstanding.
- ii) Rs.2/- per sq.ft. of the chargeable area per month as late charges.

And if such default shall continue for more than thirty days then and in that event all expenses including reasonable attorney's fees paid and/or incurred by the Seller/FMC/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Purchasers

12.3 The Purchasers acknowledges that upkeep of the common parts and portions and rendition of common services is for the benefit of all the Unit owners in the said new building and non-payment thereof by the Purchasers is likely to adversely affect the services and/or interest of the other Unit owners and as such in the event of any default on the part of the Purchasers in making timely payment of such common expenses the Purchasers shall be liable to pay interest at the rate of 15% per annum on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the said facilities and/or utilities and the Sellers and/or Holding Organization and/or FMC and/or the Association of the Purchasers as the case may be shall be entitled to and the Purchasers hereby consents:

- i) to discontinue the supply of electricity to the Purchasers' Unit
- ii) to disrupt the supply of water
- iii) to withdraws the lift facilities and other common facilities to the Purchasers and/or to the members of his family including the Purchasers' visitors, servants and agents

And such facilities shall not be restored until such time the Purchasers has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Sellers/FMC/Holding Organisation/Association of the Purchasers for realization/enforcement of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Seller/Federation/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Purchasers.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Sellers / FMC/ Maintenance Agency /Association of Purchasers shall have rights of unrestricted access of all Common Areas, garages and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the Association of Purchasers and/or maintenance agency to enter into the Apartment/Flat and the Properties Appurtenant thereto 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.

14. PURCHASER'S COVENANTS - HOUSE RULES /USAGE

14.1 After the Purchaser has taken over possession of the said Flat/Unit the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the Vendor in the management and maintenance of the said building.
 - b) TO OBSERVE the rules framed from time to time by the Seller and upon appointment of the FMC and/or formation of the Holding Organization by such FMC and/or Holding Organization as the case may be.
 - c) TO ALLOW the Seller and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Flat and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
 - d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Fifth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Flat/Unit and/ or to make deposits on account thereof in the manner mentioned hereunder to or with the Seller and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
 - e) TO DEPOSIT the amounts reasonably required with the Seller and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
 - f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
 - g) To use the said Flat/Unit for residential purposes only and for no other purpose whatsoever or howsoever.
 - h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Flat/Unit.
 - i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Flat/Unit.
 - j) TO ABIDE by such building rules and regulations as may be made applicable by the Seller and upon appointment of the FMC by such FMC.
 - k) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Flat/Unit.
- 14.2 The Purchaser hereby further covenants by way of negative covenants as follows:
- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
 - b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
 - c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
 - d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
 - e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
 - f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.

- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Flat/Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit or adjacent to the said Flat/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Flat/Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor shall display outside their flat/unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal and/or bird openly though the corridor and/or entrance and nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Housing Project.
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Flat/Unit nor to permit or suffered to be done into or upon the said Flat/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) NOT to keep in the said Flat/Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat/Unit and/or any other flat/unit in the said Housing Project.
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Housing Project.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or 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 Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Seller /FMC differs from the colour scheme of the building or deviation or which in the opinion of the Seller /FMC may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Seller / Architect / FMC.
- r) 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 said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Seller /FMC and/or any concerned authority.
- t) NOT TO fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be

entitled to avail of the central antenna facilities to be provided by the Seller /FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.

- u) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Seller /FMC.
- x) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- y) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- z) NOT TO use or permit to be used the service areas and the first floor car parking areas in any manner whatsoever other than those earmarked for car parking spaces without the consent of the Seller and upon formation of the Holding Organization by such Holding organization.

14.3 **HOUSE RULES FOR CAR PARKING:**

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchaser shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b) Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted.
- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- d) THE Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).
- e) THE Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- f) In the event of the Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
- g) The Purchaser shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- h) The Purchaser shall not store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- i) The Purchaser agrees to abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Sellers/FMC/Holding Organisation/Association of the Purchasers.

- j) The Purchaser must not let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

The aforesaid house rules are independent of each other and are capable of being enforced independently.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

Subject to Clause 7.6 above, the Purchaser/s shall, after taking possession as specified in this Agreement, be solely responsible to maintain the Apartment/Flat and the Properties Appurtenant thereto at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Flat and the Properties Appurtenant thereto, 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 Apartment/Flat and the Properties Appurtenant thereto and keep the Apartment/Flat and the Properties Appurtenant thereto, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging 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 Building is not in any way damaged or jeopardized. The Purchaser/s further undertakes, assures and guarantees that he/she/they/it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Housing Project, buildings therein or Common Areas. 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. Further the Purchaser/s shall not store any hazardous or combustible goods in the Apartment/Flat and the Properties Appurtenant thereto or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall, including the outer/inner and load bearing wall of the Apartment/Flat and the Properties Appurtenant thereto. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Sellers and thereafter the Association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Seller shall be allowed to display the name of the Property/New Building and/or the name of its company/group along with the company's/group's logo on the exterior of the project and/or any other such place as the Seller in its complete discretion sees fit and proper and the Purchaser/s accept the same.

16. NOMINATION

- 16.1 This Agreement is personal to the Purchaser and in no event the Purchaser shall be entitled to enter into any agreement for sale transfer and/or nominate any other person in its place and stead without the consent of the Seller, in writing. The Seller though not obligated may accord such permission for nomination subject to the Purchaser making payment of a sum to be calculated @ 2% of the total consideration price

(hereinafter referred to as the NOMINATION COSTS) and the said Nomination Costs will be inclusive of the expenses which the Seller may have to incur in causing the Nomination Agreement to be vetted by its Advocates and also the amounts which may have to be incurred by the developer on account of administrative expenses while granting such permission for nomination.

- 16.2 The PURCHASERS hereby covenants that such nomination costs are fair and reasonable.
- 16.3 Upon such nomination being affected the said Nominee and/or Transferee as the case may be shall be deemed to have been substituted in place and stead of the PURCHASERS.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER/S

The Purchaser/s is entering into this Agreement for the allotment of a Apartment/Flat and the Properties Appurtenant thereto with the full knowledge of all laws, rules, regulations, notifications applicable to the all projects in general and this Property/New Building in particular. That the Purchaser/s hereby undertakes that he/she/they/it shall comply with and carry out the compliance of all the laws and notifications from time to time requisitions and shall keep the Sellers indemnified in regards thereof.

18. ADDITIONAL CONSTRUCTIONS/PERMISSIONS

The Purchaser/s acknowledges that taking into account various factors and as and when required by the Architect for the time being of the said Property/New Building it may be necessary to alter and/or modify the Plan sanctioned by the authorities concerned and the Purchaser/s acknowledges and hereby consents that the Seller shall be entitled to modify and/or alter the said Plan so long as the same does not adversely affect the Apartment intended to be acquired by the Purchaser/s.

It is hereby expressly agreed and declared between the parties that for the purpose of providing sufficient car parking spaces and/or servant quarters to the Purchasers of the Property/New Building, the Seller shall be entitled to and the Purchaser/s hereby give consent to put up any additional car parking space and/or servant quarters in such part and portion of the Said Lands as may be required for accommodating the required number of Parking Spaces and/or Servant Quarters and for the said purpose the Seller shall be entitled to obtain all necessary permission/consent/approvals from the concerned authorities and the Purchaser/s hereby consents to the same.

(Insert any further permissions as may be required from time to time)

19. SELLERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Sellers executes this Agreement he shall not mortgage or create a charge on the 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 taken or agreed to take such Apartment.

20. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Sellers does not create a binding obligation on the part of the Sellers or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Sellers. If the Purchaser/s(s) fails to execute and deliver to the Sellers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Sellers, then the Sellers shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser/s, 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 returned to the Purchaser/s without any interest or compensation whatsoever. In case the Purchaser is unable to complete the registration process in time and approaches the Sellers for an additional time or period for the registration of this agreement then the Sellers may extend the time for the registration of the Agreement as may be mutually decided by the parties in writing.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be. **The Purchaser hereby confirms that he/she/they/it has read this Agreement and shall not create any claim in respect of the Property/New Building and/or the Apartment/Flat and the Properties appurtenant thereto based on any other document/advertisement.**

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S / SUBSEQUENT PURCHASER/SS

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 Property/New Building shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment/Flat and the Properties Appurtenant thereto for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

- 24.1 The Sellers may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. Such waiver shall be made in writing to the Purchasers. It is made clear

and so agreed by the Purchaser/s that exercise of discretion by the Sellers in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Sellers to exercise such discretion in the case of other Purchasers.

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

aa) SEVERABILITY

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

bb) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment as per the proportionate share then in that case the term proportionate share and/or proportionately shall mean the chargeable area of any Unit to bear to the chargeable area of all the units/Units in the said Housing Project provided that where it refers to the share of the Purchasers or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

cc) FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Sellers through its authorized signatory at the Registered Office of the AOP or at Site office located at the Total Property and or any other place which may be mutually agreed between the Sellers and the Purchaser/s. This Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES/COMMUNICATIONS

All notices/communications to be served on the Purchaser/s and the Sellers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Sellers by Registered Post/Email at their respective addresses/Email Account specified below:

_____ Name of Purchaser/s

_____ (Purchaser/s Address)

_____ (Purchaser/s Email Account)

_____ Sellers/AOP's name

_____ (Sellers/AOP's Address)

_____ (Sellers/AOP's Email Account)

It shall be the duty of the Purchaser/s and the Sellers to inform each other of any change in address/email account subsequent to the execution of this Agreement in the aforesaid address by Registered Post or through email on the aforesaid email account failing which all Communications and Letters and/or Emails sent/posted at the above address/email account shall be deemed to have been received by the Sellers or the Purchaser/s, as the case may be.

31. JOINT PURCHASER/S

That in case there are Joint Purchaser/ss all communications shall be sent by the Sellers to the Purchaser/s whose name appears in the clause 30. of this agreement and at the address given by him/her/them/it shall for all intents and purposes to consider as properly served on all the Purchaser/s.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall be entitled to appoint the Third and/or Presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996.

- i. The Arbitrator/s shall have summary power.
- ii. The Arbitrator/s shall have power to give interim awards and/or directions.

- iii. It will not be obligatory on the part of the Arbitrator/s to give any reasoned or speaking award.
- iv. The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever. the adjudicating officer appointed under the Act.

34. JURISDICTION

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO **(THE FIRST SCHEDULE PROPERTY)**

PART I

ALL THAT the various piece and parcels of Bastu Lands containing an aggregate area of 0.34 Acres (equivalent to 1 Bigha 0 Cottahs 9 Chittacks 5 Sq. ft. (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1, R.S. Khatian No. 480 and R.S. Khatian 1697 respectively now L.R. Khatian No. 6240 comprised in R.S. Dag/Plot No. 3376/3597 now L.R. Plot/Dag No. 2810 and R.S. Plot/Dag No. 3376/3743 now L.R. Plot/Dag No. 2807, R.S. No. 83 Touzi No. 346 within Police Station Mahestala (previously Behala) and within limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

PART II

ALL THAT various piece and parcels of Bastu Lands containing an aggregate area of 2.27 Acres (Equivalent to 6 Bighas 19 Cottahs 6 Chittacks 18 Sq. ft. (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1 Khatian No. 2177, 481, and 480 now L.R. Khatian No. 6240 comprised in R.S. Dag/Plot No. 3376, 3376/3596, 3376/3597 Now L.R. Dag/Plot No. 2806, 2808, 2810 respectively, R.S. No. 83 Touzi No. 346 within Police Station Mahestala (previously Behala) and within the limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

PART III

ALL THAT various piece and parcels of Bastu Lands containing an aggregate area of 16 cottahs 6 chittacks (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1 C.S. Khatian No. 1073 R.S. Khatian No. 2177 now L.R. Khatian No. 6240 comprised in C.S. and R.S. Dag/Plot No. 3376 now L.R. Dag/Plot No. 2806 Touzi No. 346 within Police Station Mahestala (previously Behala) and within the limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

PART IV

ALL THAT various piece and parcels of Bastu Lands containing an aggregate area of 11 cottahs 8 chittacks (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1 R.S. No. 83 Touzi 346 comprised in Dag/Plot No. 3376/3744 C.S. and R.S. Khatian No. 1698 within Police Station Mahestala (previously Behala) and within the limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

THE SECOND SCHEDULE ABOVE REFERRED TO **(THE SAID LANDS)**

PART I - PART ONE PROPERTY

ALL THAT various piece and parcels of Agriculture lands (Sali) containing by estimation an area of 1 Bigha 14 Cottahs 14 Chittack 32 Sq. ft. (be the same a little more or less) (being the divided and demarcated portion of the said entire property) comprised in R.S. Dag No. 329,330,331 and 703, J.L. No. 2 R.S. Khatian No. 8917, 8918 and 5818 to 5825 situate in mouza Behala, P.S. Behala, District 24 Parnagas (South) within the limits of the Kolkata Municipal Corporation (Behala Unit)

PART II - PART TWO PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 32 setaks (be the same a little more or less) comprising of three separate very old dwelling units total measuring 900 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E respectively and located in mouza Behala (Upendra Nath Banerjee Road,,), P.S. Behala comprised in the following Dag Nos.

PART III - PART THREE PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 28 setaks (be the same a little more or less) comprising of two separate very old dwelling units total measuring 800 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E, respectively and located in Mouza Behala (Upendra Nath Banerjee Road,,), P.S. Behala comprised in the following Dag Nos.

PART IV - PART FOUR PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 32 setaks (be the same a little more or less) comprising of three separate very old dwelling units total measuring 900 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E, respectively and located in Mouza Behala (Upendra Nath Banerjee Road,,), P.S. Behala comprised in the following Dag Nos.

PART V - PART FIVE PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 28 setaks (be the same a little more or less) comprising of two separate very old dwelling units total measuring 800 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E, respectively and located in Mouza Behala (Upendra Nath Banerjee Road,,), P.S. Behala comprised in the following Dag Nos.

PART VI - PART SIX-PREMISES

ALL THAT the various pieces and parcels of land containing in aggregate an area of 3 bighas 10 cottahs 13 chittacks and 5 sq.ft. equivalent to 4736 sq.mtrs (be the same a little more or less) situated at Mouza Behala J. L. No.2 comprised in R.S. Dag/Plot No.329, 330, 331, 703 & 704 and R.S. Khatian No.5818, 5819, 5820, 5821, 5823, 5824, 5825, 8312, 8313, 8314, 8315, 8316, 8317, 7458, 7459, 8917 & 8918 within Police Station Behala and within the limits of the Kolkata Municipal corporation under Ward No. 131 and being Municipal Premises No. 1476 Upendra Nath Banerjee Road, Kolkata and butted and bounded in the manner following:

ON THE NORTH: VARIOUS INDIVIDUAL BUILDINGS AND KMC ROAD
ON THE SOUTH: FIRST SCHEDULE PROPERTY
ON THE EAST: VARIOUS INDIVIDUAL BUILDINGS AND KMC ROAD
ON THE WEST: KMC ROAD

THE THIRD SCHEDULE ABOVE REFERRED TO

(THE APARTMENT/ FLAT AND THE PROPERTIES APURTENANT THERETO)

ALL THAT the Flat No. ___ on the ___ floor of the said New Building presently in course of construction at the said Lands commonly known as "**PG Heights**" containing by admeasurement a carpet area of _____ **Sq. Ft.** (be the same a little more or less) and having by estimation a chargeable area of _____ **Sq. Ft.** (be the same a little more or less) along with a balocony (if any) having by estimation a chargeable area of _____ square feet (be the same a little more or less) along with a terrace (if any) having by estimation a chargeable area _____ square feet (be the same a little more or less) along with _____ (open/covered/mechanica/stacked) _____ car parking space/s (if any) admeasuring 12.5 square meters each (be the same a little more or less) in the ground floor of the Property/New Building **TOGETHER WITH** the undivided proportionate share in the land comprised in the said Lands attributable thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(FLOOR PLAN)

(PROVIDE THE FLOOR PLAN OF THE APARTMENT/UNIT/FLAT)

THE FIFTH SCHEDULE ABOVE REFERRED TO
(PAYEMNT PLAN)

(SET OUT THE PAYMENT PLAN AS AGREED BETWEEN THE PARTIES)

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Specifications)

(Specifications)		
1.	FOUNDATION	- Reinforced concrete cement structure
2.	WALLS	- Conventional brickwork/Fly Ash Brickwork/Equivalent
3.	WALL FINISH	- Interior – Plaster of Paris, Exterior – High quality Cement paint
4.	FLOORING	- Bedrooms and Living-Dining – Vitrified tiles Kitchen – Anti skid vitrified tiles. Toilet – Anti skid Vitrified tiles in flooring. Toilet Walls – Glazed tiles On the walls upto door height
5.	KITCHEN	- Granite platform with honed edges. Stainless steel Sink, dado tiles upto 3 ft above the counter, Electrical point for Refrigerator, Aquaguard & Exhaust Fan,
6.	TOILET	- Sanitary ware of Duragrace/Parryware/Hindware or equivalent make, CP Fitting of Jaquar/ESSCO or equivalent make, Electrical Point for one Geyser & one Exhaust Fan,
7.	DOORS & WINDOWS	- Main Door – Wooden panel door or Flush Door with night latch. Internal Door – Flushed door with lock, Windows – Fully glassed sliding anodized aluminium windows
8.	LIFT	- Otis, LT, Kone , Mitsubishi or Equivalent make
9.	WATER SUPPLY -	24 hours supply from captive and deep tubewells Water treatment plant
10.	ELECTRICAL	- AC Points with Concelled Wiring in living/dining and master bedroom. Cable TV and Telephone points in living/dining and master bedroom. Ample necessary electrical points with central MCB, Door bell point at the main entrance door. Concealed copper wiring with modular switches
12.	COMMON	- Overhead illumination for compound and street lighting. Necessary illumination in all lobbies, staircases and common areas
13.	AMENITIES	- Adequate capacity standby generator for common areas and services. Standby Generator with adequate load to apartment (at extra costs). Closed circuit T.V. at ground floor level. Intercom connectivity with security and flats security surveillance room. Two lift in every building. Visitors and Doctors car parking facility.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)

1. The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those to be intended to be reserved for parking of motor cars or marked by the Seller for use of any co-owner.
4. Entrance lobby in the ground floors of the building.
5. Driveways in the ground floor of the said premises.
6. Staircase including landing on all the floors of the said building upto top floor.

7. Lifts and their accessories installations and spaces required therefore.
8. Standby diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said flat/unit to the extent allocated to the owners herein and/or in the other Flat/Units during power failure and generator room in the ground floor of the building complex.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Water pump and motor with installation and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units.
11. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. Water sewerage and drainage connection pipes from the Flats to drains and sewers to the municipal drain.
13. Common toilets in the ground floor of the premises.
14. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
15. Requisite arrangement of intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Windows/doors/grills and other fittings of the common area of the properties.
17. Boundary Walls.
18. Ultimate Roof and demarcated portion of the roof of the podium as well.
19. Fire Fighting system/control room.
20. Community Hall, Gym Room, Swimming Pool and Children's Play Area as provided in the First Schedule Property.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/Flat.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.

15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flat.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organization it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organization/Association of the Purchasers (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund upon forwarding to the Holding Organisation/Association of the Purchasers shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization/Association of the Purchasers for of the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organization/Association of the Purchasers and with the terms of this Schedule.

THE NINTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE CHARGES/CAM CHARGES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/Flat.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/Flat.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Sellers may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for of the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

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 and DELIVERED by the SELLERS at
Kolkata in the presence of :

WITNESSES:

SIGNED and DELIVERED by the PURCHASER/S at Kolkata in the presence of :

(_____)

(_____)

WITNESSES:

DATED THIS THE _____ DAY OF _____ '20__

B E T W E E N
INDRA CHANDRA GUPTA & ORS
.... SELLER
A N D

.... PURCHASER/S

SALE AGREEMENT
PARNASREE GREEN
FLAT NO. __ – _____ FLOOR, TOWER – PG HEIGHTS
1476, UPENDRA NATH BANERJEE ROAD, KOLKATA - 700060