



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

21AB 286529

AGREEMENT FOR SALE

THIS AGREEMENT TO SELL made this the 11th day of May Two Thousand and Eighteen BETWEEN SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. (CIN:U72200WB2007PLC115201) (PAN AAKC58592A) a Limited Company incorporated under the Companies Act, 1956 having its registered office at Block - EP & GP, Godrej Genesis Building, 2nd Floor, Salt Lake Electronics Complex, Sector - V, Kolkata - 700 091 represented by one of its Directors Mr. Alok Kumar Das (PAN NO. AFIPD6357G) hereinafter called as **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns) of the **FIRST PART**;

Simoco Systems & Infrastructure Solutions Ltd.

Alok Kumar Das

Authorised Signatory

✓ Anjana Chatterjee
✓ Anamoli Chatterjee

AND

Mr. AMAR NATH CHATTOPADHYAY (PAN:ACDPC8538L) son of LATE KALI KRISHNA CHATTOPADHYAY resident of 56, mitra para branch road, naihati, 24 pgs(n), pin-743165, hereinafter referred to as **APPLICANT** and severally referred to as the "**PURCHASER**" "**JOINTLY WITH**" **Mrs. RANJANA CHATTOPADHYAY (PAN:ARBPC6417F)** wife of **Mr. AMAR NATH CHATTOPADHYAY** resident of 56, mitra para branch road, naihati, 24 pgs(n), pin-743165, hereinafter referred to as **CO-APPLICANT** jointly and severally referred to as the "**PURCHASER**" (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean or include his/her/their heir(s), executor(s), administrator(s), and successor(s) of the **SECOND PART**).

SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. and the **PURCHASER** are hereinafter individually referred to as the "**PARTY**" and collectively referred to as the "**PARTIES**".

WHEREAS:

- A.** ALL THAT the piece and parcel of the land containing by estimation demarcated land admeasuring more or less 1472.00 Sq. Mtr (RS Plot No. 4243 & 4244 LR Plot No. 3536 & 3537) is mutated in the name of the Naihati Municipality, Mouza – Naihati, JL No. 3, , Khatian No. R.S.1243 & R.S. 1061, LR. Katian.11030 of Mouza – Naihati, within the local limit of Naihati Municipality, in the District of 24 Parganas North and the registration office : Additional District Sub-Registrar at Naihati including boundary walls created thereon.
- B.** **NAIHATI MUNICIPALITY** entered into a Partnership Agreement with **SIMOCO SYSTEMS AND INFRASTRUCTURE SOLUTIONS LIMITED** dated 21.12.2015, being no. 150708344 of 2015 which was duly registered in the Office of A.D.S.R., North 24 Parganas and recorded in Book – I, CD Volume No. 1507, Page Nos. 3710 to 3741, for development of a multistoried (G+V) commercial cum residential complex on the landed property measuring 1472 Sq.Mtr more or less in L.R. Plot nos. 3536 & 3537, RS Plot No. 4243 & 4244 under , Khatian No. R.S.1243 & R.S. 1061, LR.Khatian.11030 of Mouza – Naihati, J.L. No. 3 within the local limit of Naihati Municipality, in the District of North 24 Parganas more fully and particularly described in the First Schedule mentioned hereinafter. Subsequently a Development Power of Attorney was executed after Registered Development Agreement. The Power of Attorney was registered before Addl. District Sub-Registrar-Naihati of North 24 Parganas in Book-I, CD Volume No.1507, Page from 3125 to 3142 being No. 150708539 for the year 2015.
- C.** As per the Partnership Agreements dated 21.12.2015 the Municipality's allocation in the **BUILDING** was agreed to be 25% (Twenty Five Per cent) of the total Standered Built up area on the basis of the sanctioned plan on the land mentioned in the First Schedules and the allocation for **SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. (PAN:AALCA7871M)**, was agreed to be 75% (Seventy Five Per Cent) of the total Standered Built up area on the land more fully described in the First Schedules.

Ranjana Chattopadhyay

Amar Nath Chattopadhyay



Sl.No.	Party	Percentage Allocation
(1)	NAIHATI MUNICIPALITY (Land Owner as per the Agreements dated 21.12.15)	25 (Twenty Five) per cent of the developed area
(2)	SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. (PARTNER as per the Agreements dated 21.12.2015)	75(Seventy Five) per cent of the developed area

D. On completion of construction of the Multi-storied residential cum commercial building, as per plan sanctioned by Naihati Municipality, as agreed by this Agreement, the selling right of the Flats / Units / Garages in the constructed Multi-storied-residential cum commercial building, (detail of construction of the Flats / Units / Garages in the building more fully included in the SECOND SCHEDULE) shall be sold as per their respective allocations stated above and the parties shall be entitled to receive the consideration on sale of Flats / Units / Garages in the building (Multi-storied-residential cum commercial), as per sanctioned plan by Naihati Municipality, and issue receipts thereof, however, each of the Parties shall keep the other Parties informed of sale of the Flats / Units / Garages;

E. The land provided by the Land Owner is more fully given in the First Schedule hereinafter;

F. The detail of the Flat / Unit to be purchased by the PURCHASER is more fully given in the Second Schedule hereinafter;

G. The PURCHASER has applied vide Application No: 200261 dated 11.05.2018. for allotment of a Flat / Unit in the PROJECT (hereinafter referred to as the 'FLAT/UNIT' in the said project);

WHEREAS the PURCHASER has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said land/ project and has fully satisfied himself/herself of the authority of **SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD.** to sell the Flat / Unit built in the land owned and having right, title and interest in the land owned by **NAIHATI MUNICIPALITY** in the said PROJECT;

WHEREAS in pursuance of the aforesaid application for allotment in favour of PURCHASER, **SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD** allotted a Flat / Unit to the PURCHASER who has certified and is satisfied with records which entitle **SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD.** to enter into this Agreement; **WHEREAS** the PURCHASER has represented and warranted to **SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD.** that the PURCHASER has the power and authority to enter into and perform this Agreement;

AND WHEREAS the parties have agreed to the terms and conditions of sale/purchase of the Flat / Unit along with space for 1 (One) No. Two Wheeler parking as set forth hereinafter;

AND NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:



Ranjana Chattopadhyay

Amrita N.S. Chattopadhyay

ARTICLE 1**AREA****1.a Apartment / Flat / Unit :**

That hereby agrees to sell unto the PURCHASER and the PURCHASER hereof agrees to purchase **Flat No: 2A** on the **Floor.: 2ND, Block 1** having Standard Built -up area of approx.813 Sq. Ft. [subject to increase /decrease of 2.5% (Two and half percent)] consisting of 2 (Two.) Bed Rooms, 1 (One) Living / Dining Room, 1(one) Kitchen, 2 (Two) Toilet, 1 (One) Verandah along with space for 1 (One) No. Two Wheeler parking (hereinafter referred to as said Flat / Unit) as identified in the Plan approved by the Naihati Municipality which grants to the PURCHASER. will not entertain any request for modification in the internal layout of the Flat(s)/Unit(s) and external facade of the Block(s)/Building(s). The Block position may be changed subject to change of Master Plan.

1.b Standered Built -up Area:

That the term 'Standard Built -up Area' shall mean and include the covered area, verandah and balcony, inclusive of the area under periphery walls, area under the columns and walls, area utilised for services, viz. area under staircase, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas.

ARTICLE 2**SALE CONSIDERATION****2.a Sale Price:**

THAT in pursuance to allotment of the said Flat / Unit along with space for 1 No. Two Wheeler parking to the PURCHASER, the PURCHASER agrees to pay to a sum of Rs.20,20,000/- (Rupees Twenty Lac Twenty Thousand Only) [Flat(s)/Unit(s) value Rs. 19,80,000/- (Rupees Nineteen Lac Eighty Thousand Only), value of 1 No. Two Wheeler parking space Rs.30,000/- (Rupees Thirty Thousand Only),and Maintenance Deposit amount of Rs.10,000/- (Rupees Ten Thousand Only)as total consideration (hereinafter referred to as the 'consideration'). The sale consideration is inclusive of basic price but exclusive of any taxes including GST which may be levied by the appropriate Authority. Taxes as applicable extra shall always be recoverable from the PURCHASER.

2.b Application and Allotment Amount (Earnest Money) :

THAT of the Total Consideration the PURCHASER has already paid a sum of Rs.4,00,000/- (Rupees Four Lac Only) (towards Application Money and Allotment Money) as Earnest Money to SIMOCO SYSTEMS, the receipt whereof hereby admits and acknowledges.



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Amar Nath Chattopadhyay

2. c. Payment Plan

THAT the PURCHASER agrees to pay the balance amount of the consideration as per the payment plan herein below.

Installment-Payment Schedule of RESIDENCY, NAIHATI for 3 BHK

Particulars	Time Schedule of Payment	Amount of Rs.
1st Installment	On Foundation	1,57,250/-
2nd Installment	1st Floor Roof Casting	2,03,250/-
3rd Installment	3rd Floor Roof Casting	2,03,250/-
4th Installment	4th Floor Roof Casting	2,03,250/-
5th Installment	On Commencement of Brick Work	2,03,250/-
6th Installment	On Commencement of Interior wall Plastering	2,03,250/-
7th Installment	On Commencement of Flooring	2,03,250/-
8th Installment	On Commencement of Exterior wall Plastering	1,01,625/-
9th Installment	On Possession Notice	1,01,625/-
	Total	15,80,000/-
One (1) Two Wheeler Covered Parking (Optional)		
1st Installment	With 2nd Installment	15,000/-
Final Installment	With 8th Installment	15,000/-
	Total	30,000/-
Maintenance Deposit (Mandatory)	On Possession Notice	10,000/-

1. Power cost including Transformer installation cost(sharing) from the supply agency will be borne by PURCHASER at actual.
2. Legal Fees, Stamp Duty & Registration Charges shall be borne by PURCHASER at actual.
3. Charges for installation and running cost of standby power will be extra.
4. Taxes / Duties / Cess etc. (Present and / or Future) will be extra, as applicable.
5. Club with all modern amenities available at extra cost to be decided later which will be paid by the user/users.
6. Errors and omissions excepted (E.& O.E).

GST and other charges not specified in the Payment Schedule shall be borne by the PURCHASER only.

In the event PURCHASER fails to pay the balance consideration or in the event of any delay in payment of any instalment(s) and / or other charges, in accordance with the payment plan, the PURCHASER shall be liable to pay interest calculated from the due date of outstanding amount @ 18% per annum compounded quarterly.

THAT if any of the demand draft(s), Bankers' Cheque(s) or cheque(s) deposited by the PURCHASER is / are dishonoured for any reason whatsoever, shall be fully entitled, at its sole option, to cancel the Allotment of the Flat and forfeit the earnest money and recover / adjust other charges, interest, etc. payable by the PURCHASER.

THAT in the event the PURCHASER is desirous to withdraw at any point of time due to any reason, he may submit his application for withdrawal and the amount deposited by him till the date of application will be refunded after deducting 30%.



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2. d. Time is Essence:

THAT the timely payment of each instalment and other charges shall be the essence of this transaction. It shall be incumbent on the PURCHASER to comply with the terms of payment and / or other terms and conditions of allotment as stipulated herein.

2. e. Adjustment of Instalments:

THAT it is agreed between the parties that shall have the right to adjust the instalment amount received from the PURCHASER first towards the interest and other sums, if any, due from the PURCHASER under this agreement and the balance, if any, shall be towards the purchase consideration.

2.f. Failure / Delay in Payment:

THAT in the event PURCHASER fails to pay any instalment(s) with the interest within 90 (ninety) days, from due date, shall have the right to cancel the allotment and refund the amount deposited till date after deducting 30%, by the PURCHASER and the PURCHASER shall be left with no right, claim or lien on the said Flat / Unit. The amount paid, if any, over and above the Earnest Money / Application amount shall be refunded by without interest after adjustment of 30% of total amount lying as deposit till date, or any other charge due from the PURCHASER.

2. g. Application and Allotment Amount (Earnest Money) :

THAT the payment of Earnest money / Application and Allotment amount to ensure fulfilment of the terms and conditions as contained in the application and this Agreement, an amount of Rs. 4,00,000/- (Rupees Four Lac Only.) payable as per para 2.a above shall always be deemed to have been paid by the PURCHASER as and by way of Application and Allotment amount (Earnest Money).

2. h. Calculation of Consideration:

THAT the consideration for the aforesaid Flat / Unit is calculated on the basis of Standard Built -up area as defined in Para 1.b above.

2. i. Alteration in the Lay out Plan and Designs:

i) That SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. shall have the right to effect suitable alteration in the lay out plan, if and when found necessary or as required by the concerned regulatory authorities. Such alteration may include change in location, preferential location, number, increase or decrease in the number of Flat(s) / Unit(s), floor, block or area of the Flat(s) / Unit(s). To implement such change and if considered necessary, the developer may also execute a supplementary document with the PURCHASER.

Provided, however, if as a result thereof, there be any change in the location, preferential location, number, boundary or area of the said Flat(s) / Unit(s), such change in the area shall inter - alia entail proportionate increase or decrease in the Consideration of the built - up Flat(s) / Unit(s) at the original rate at which the Flat(s) / Unit(s) was booked.

ii) THAT the designs and specifications as fixed for the Flat(s) / Unit(s) in the event of paucity or non - availability of any material, shall have the right to use alternative material / article but of equally good quality. Opinion of the Architect of SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. on such changes shall be final and binding on the PURCHASER.



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(iii) THAT in case during the course of construction and/or after the completion of the complex, further construction on any portion of the land or building or terrace becomes necessary shall have the exclusive right to take up or complete such further construction as belonging to notwithstanding the designation of any common area as limited common areas or otherwise. In such a situation, the proportionate share of the Purchaser in the common area facilities and limited common areas and facilities shall stand varied accordingly. Further all the residuary rights in the proposed Project shall continue to be remaining with till such time as the same or the part thereof are allotted or otherwise transferred to any particular person/ organization or to the Association of owners of the Project.

2. j. Payment of Charges and Costs:

- i) That the PURCHASER shall pay the concerned authority for Electric Metre installation charges, security thereof, Transformer installation charges and the energising charges.
- ii) That all costs, charges and expenses payable for all instruments to be executed in favour of the PURCHASER, including Deed(s) of Conveyance / Transfer, registration charges and other related charges shall be borne and paid by the PURCHASER only.
- iii) Further, if there is any additional levy, rate or charge of any kind attributable to the Flat(s) / Unit(s), as a consequence of any Order of Government / Statutory or other Local Authority, the same, if applicable, shall also be payable by the PURCHASER, on pro-rata basis as much of it becomes applicable on the PURCHASER.
- iv) That the Consideration amount of the Flat(s) / Unit(s) mentioned in Clause 2. a. is Firm and that there shall be no escalation after allotment of the Flat / Unit.

2. k. Parking space:

THAT the PURCHASER is hereby allotted with 1 (one) Two Wheeler (area 24.21 sq ft) Parking Space bearing No-TW1, Block No:1 (Four Wheeler) for exclusive use in the said complex against payment of Rs.30,000/- (Rupees Thirty Thousand Only) for Two Wheeler as mentioned in the payment schedule 2. (C). The PURCHASER shall have absolute ownership right over the parking space allotted to him and the same shall be automatically transferred along with the ownership of the Flat / Unit.

That the PURCHASER shall use the Parking space for his own vehicle only and the said space shall not be used for any other purpose.

**ARTICLE 3
MAINTENANCE**

3. a. Maintenance Agreement:

- i) THAT the PURCHASER hereby agrees and undertakes that it shall enter into a separate Maintenance Agreement with the Maintenance Agency appointed or nominated by, which shall maintain the common Areas and facilities of the Housing Project for a period of one year after completion of the Project, as it may not be possible to transfer the responsibility of maintenance to Flat owners immediately. In case the Flat / Unit owners association is not in a position to take charge of the maintenance after the aforesaid period of one year the maintenance agency appointed or nominated by may continue to provide the services as mutually agreed between the maintenance agency and the association.



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- ii) THAT the scope of maintenance and general upkeep of various common services within the Building shall broadly include Operation and Maintenance of Lifts. Installation, operation and maintenance of Generators including Diesel, Maintenance of Fire fighting system, Garbage disposal & upkeep of common areas, Water supply, Sewerage system, Common areas lighting. The Services outside the Flat / Unit but within the Project area shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / Fencing, Horticulture, Drainage System, Common Area Lighting, Water Supply, General Watch and Ward within the Complex. The PURCHASER shall and hereby agrees to enter into a Maintenance Agreement with or the maintenance Agency nominated by prior to taking possession of the said Apartment. Limited power back-up facility shall be provided for each Flat and the consumption charges thereof shall be included in the monthly maintenance bills, which the PURCHASER would be liable to pay.
- iii) THAT the PURCHASER shall be required to pay to / Maintenance Agency maintenance charges as payable per sq. ft per month, inclusive of applicable GST towards maintenance charges in advance for 12 months at the time of taking possession of the said Flat(s) / Unit(s). In case of failure in making payment of maintenance charges, the PURCHASER shall be liable to pay interest @ 18% p.a. for the period of delay. The PURCHASER shall also pay as payable per sq.ft. of the Standard Built -up Area of the Flat(s) / Unit(s) towards repairing of external facade of the building in addition sinking fund will be created and will be paid extra by the PURCHASER for replacement, for refurbishing, major repairs of the plants and equipment etc. installed in the Project area or towards any unforeseen contingency in future. The PURCHASER hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.
- 3.b. THAT the PURCHASER undertakes to become a member of the Apartment Owners' Association and shall continue to pay the maintenance charges as determined by the said Association from the date the Complex is handed over to the said Association.
- 3.c. **Electricity, Water, Water Connection Charges and Maintenance Deposit:**
- i) THAT the PURCHASER shall pay to, Electricity, Water and Sewerage connection charges and contingency Deposit. Purchasers shall pay to Interest Free Maintenance Security Deposit @ Rs. *per sq.ft. of the Standard Built -up Area. However, on formation of Association of Apartment Owners the balance fund available in this Account shall be transferred to the Association. *(to be decided later on)
- ii) Water supply is to be made available by Municipality / Authority. After handing over of the common areas and facilities of the PROJECT, the Flat Owners' Association shall make necessary correspondence with the concerned Authority for getting water supply connection. The said Association will be solely responsible for maintenance of the pump house and water line grid within the cluster. However certain infrastructure may be common with other dwelling Flat(s) / Unit(s) within the Project area, the maintenance and / ownership of which will lie in the hands of an Apex Body, an Association so formed or through any other arrangement which finds most suitable.



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iii) Internal wiring for electrification will be provided for each Flat / Unit. However, the PURCHASER will have to apply to WBSEDCL.

3. d. That so long as the maintenance and replacement charges are paid regularly, as provided in these presents, the PURCHASER or anyone lawfully claiming under him / her shall be entitled to the use of common facilities. In the event of default of such payments, it shall not be open to the PURCHASER to claim user or any right to the common facilities and in such an event in its sole discretion may stop the user of such common facilities and services by the PURCHASER Occupant of the Flat. The use of such common facilities shall be permitted again as soon as the breach is rectified and payments are made in accordance with various presents as contained herein and / or in the maintenance agreement.

3. e. Watch and Ward arrangement:

THAT the Watch and Ward arrangement are proposed to be provided in the housing project. Accordingly, Maintenance Agency shall have a free hand to restrict the entry of outside persons into the housing project. The Provision of such Watch and Ward service would, however not create or fix any liability on / Maintenance Agency, for any mishap caused by any miscreant.

3. f. Internal Maintenance / Insurance

That it is understood by the PURCHASER that the internal maintenance of the Flat as also its insurance shall always remain the responsibility of the PURCHASER.

ARTICLE 4

POSSESSION OF APARTMENT

4.a Possession:

(i). That the Developer shall make its best endeavours to deliver the possession of the Flat / Unit to the Purchaser (S) within 36 (Thirty Six) months with a grace period of 6 (Six) months from the date of agreement subject to payment of total consideration , other payments mentioned aforesaid along with applicable Taxes and Levies by the PURCHASER. The PURCHASER further agrees that the Company shall additionally be entitled to a period of 180 (One Hundred and Eighty) days (Grace Period) after the expiry of the said Commitment Period to allow for unforeseen delays in obtaining the Occupation Certificate etc., from the Government subject to 'Force Majeure' circumstances and after all dues in respect of the Flat / Unit including stamp duty and registration charges as applicable have been paid. It is, however, understood between the Parties that various Blocks comprised in the housing project shall be ready and completed in phases and after completion, the Flat/ Unit shall be handed over to the PURCHASER in the respective Blocks.

ii). THAT the Developer shall be entitled to reasonable extension in giving possession of the Flat to the PURCHASER in the event of any default or negligence attributable to the PURCHASER or non compliance of any of the Terms & Conditions of Allotment by the PURCHASER as specified herein.

iii). Subject to the conditions contained herein, if the Developer fails to offer possession of the said Flat



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/ Unit to the PURCHASER BY THE END OF THE Grace Period, it shall be liable to pay to the PURCHASER compensation calculated at the rate of Rs.5/- (Rupees Five only) per Sq.Ft. of the Standered Built -up area for every month of delay thereafter until the actual date fixed for handing over possession of the said Flat / Unit to the PURCHASER.

4. b. Notice of Possession of Flat:

That the Developer shall give notice to the PURCHASER regarding the date on which the Developer would be effecting Possession of Apartment to the PURCHASER. The PURCHASER shall himself or through its Agent or Attorney take delivery of the Flat within 30 (thirty) days from the issuance of final notice of possession. In the event the PURCHASER fails to accept and take over possession of the Flat / Unit within the time as notified in the notice, the delivery of the Flat shall be deemed to have been taken by the PURCHASER on the date indicated in the notice. After taking possession or deemed possession of the Flat / Unit, the PURCHASER shall not be entitled to put forward any claim against in respect of any item of work in the said Flat / Unit which may be said not to have been carried out or completed by .

4. c. Change in Specifications:

i). THAT the allotment of the Flat / Unit is subject to alteration necessitated during the construction of the Flat / Unit in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and boundary of the Flat. If due to such change, there is any increase / decrease in the Standered Built -up area, the revised price shall be calculated at the original rate at which the Flat / Unit was booked for allotment.

ii). THAT it is understood by the PURCHASER that there could be variations in the Standered Built -up Area of the Flat or its location and in such an event, no claim, monetary or otherwise, will be entertained or accepted by the Vendor, except that the original rate per sq.mt. / sq. ft. and other charges will be applicable on any increase or decrease in the area shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the PURCHASER, if applicable and shall be entitled to recover from the PURCHASER the additional price and other proportionate charges, without interest, as the case may be. The PURCHASER shall satisfy himself in respect of the design, specifications, fittings etc. used by the Vendor in the Flat / Unit at the time of delivery of the Flat / Unit.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF THE PURCHASER

5. a. Fire Safety:

THAT at present the fire safety measures in the housing project and the Flats / Units have been planned as per existing Fire Safety Norms. If, however, due to any subsequent Central or Local Legislation(s) / Government Regulations/Orders or directives or guidelines it becomes obligatory on to undertake additional fire safety measures, it is consented by the PURCHASER that he/she shall be liable to pay proportionate additional charges in respect of such additional measures.



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5. b. Express Rights:

THAT it is agreed between the parties that save and except in respect of the Flat to be allotted to the PURCHASER, the PURCHASER shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress / egress over or in respect of the open spaces and all or any of the common areas and the basement of the of the housing project.

5. c. Common Area Possession:

That the possession of the common areas shall remain with the Developer who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same until those are taken over by the Apartment Owners' Association.

5. d. Electricity, Water and Sewerage Charges:

It is also agreed between the parties that the PURCHASER herein shall apart from the price consideration of the Flat mentioned in Clause 2. a also pay to :

- i) Electricity connection charges, electrical infrastructure cost and Security Deposit charge and any other additional facility charges for standby power (purchase of Generator, installation and commissioning charges), Water and Sewerage connection charges.
- ii) Proportionate contribution towards additional facilities or amenities, if any, to be installed or provided in the project apart from those mentioned.

5. e. Entry Regulations:

It is in the interest of the PURCHASER to help the maintenance agency in effectively keeping the Flat / Unit and Project secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the PROJECT.

5. f. Nuisance and annoyance:

That the PURCHASER shall not use Flat / Unit for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the project or those activities which are against law or any directive of the Government or the local authority.

5. g. Permitted Use:

The PURCHASER shall always use the Flat / Unit for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or assets of other occupants or the equipment in the Project or the Flat / Unit for any activity which may be immoral or illegal.

5. h. Internal Security

It is expressly understood that the internal security of the Flat / Unit shall always be the sole responsibility of the PURCHASER.

5. i. Flat's Interior Maintenance & Insurance:

THAT the PURCHASER shall carry out the maintenance and interiors of the Flat / Unit at its own cost. The insurance of the Flat / Unit as well as the interiors of the Flat / Unit shall be the responsibility of the PURCHASER and shall not in any case be held liable for any damages or loss occurred on account of any neglect or omission of the PURCHASER or any act of the Third Party.

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5. j. Signage:

THAT the PURCHASER shall not display any name, address, signboard, advertisement material, etc. on the external facade of the Flat / Tower/ Block as also the project.

5. k. Compliance of Laws:

THAT the PURCHASER shall abide by the laws of land, including the local laws and directions of the Statutory Authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by Government/ Statutory or other Local Authority for violation of any law by the PURCHASER, the same shall be paid and satisfied by the PURCHASER.

5. l. Taxes and Levies:

i) THAT all taxes including GST, levies, assessments, demands or charges levied or leviable in future on land or the buildings or any part of the Project shall be borne and paid by the PURCHASER in proportion to the area of the Flat.

5. m. Alterations in the Flat:

i) THAT the PURCHASER shall not make any such additions or alterations in the Flat / Unit as may cause blockage or interruption in the smooth flow of common areas and facilities within the project and / or to cause any structural damage or encroachment on the structures of the Building(s) in the project.

ii) THAT the PURCHASER has agreed that it shall not sub-divide or demolish any structure of the Flat / Unit or any portion thereof or cause to make any construction in the Flat / Unit without the prior approval and consent of or the local authority, if required. The PURCHASER, however, undertakes that it shall not divide/sub-divide the Flat / Unit in any manner. The PURCHASER shall also not change the colour and facade of outer walls of his/her Flat / Unit.

5. n. Transfer, Change of Nominee(s):

i) THAT the PURCHASER may get the name of his/her nominee substituted in his/her place in the records of Developer / Seller , with prior approval of Developer / Seller which may, in its discretion, permit the same on such conditions and payment of Rs. 30/- (Rupees Thirty only) per sq. ft. of Standard Built -up area of the Flat / Unit. Such permission shall be in conformity with law and the guidelines issued by the Local Authorities, if any, in this regard.

ii) THAT the PURCHASER shall not assign, transfer, lease or part with possession of the Flat / Unit without taking 'No Dues Certificate' from the Maintenance Agency appointed by or the Association as the case may be.

5. o. Bulk supply of Electricity:

THAT if the permission to receive and distribute bulk supply of electricity in the said Project is received by or its nominated Maintenance Agency or the Association, the PURCHASER herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the forgoing, the PURCHASER shall execute a Power of Supply Agreement and / or any other document as may be required for this purpose, containing the requisite terms and conditions.



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Anas with certificate

5. p. Association of Owners:

THAT the PURCHASER undertakes to join the Association of Flat Owners as may be formed by on behalf of the Flat Owners and to pay any fee, subscription charges, thereof and to complete such documentation and formalities as may be required and / or deemed necessary by for this purpose, failing which the same shall be treated as unpaid portion of the consideration payable by the PURCHASER herein for the said Flat / Unit and the Deed(s) of Conveyance / Transfer of the said

Flat / Unit may be withheld by the Company till full payment thereof is received by /Maintenance Agency. Application Form, Form for formation of the Association, Declaration and Membership form to be executed by the PURCHASER at the appropriate time, for the purpose of allotment as a member of the Association, are attached hereto as Annexure 'C to F'.

5. q. Further Papers, Applications, Declarations etc.:

THAT the PURCHASER shall from time to time sign all applications, papers, documents, maintenance agreement and other relevant papers as required, in pursuance to this transaction and to do all acts, deeds and things as may require in the interest of the Project, Flat / Unit Owners, Occupant and Developer / Seller.

5. r. Agreement to Sell:

THAT the PURCHASER may be required to pay stamp duty and other registration costs as applicable under the laws on this Agreement in case it is registered.

5. s. Further Obligations:

i) THAT the PURCHASER shall not be entitled to any right in respect of other Flats / Units and spaces at the said Project save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the said Flat(s) / Unit(s) and / or utility pipes, cables and lines to be installed in the said Flat(s) / Unit(s).

ii) THAT after the PURCHASER has been delivered possession of the said Flat by , the PURCHASER herein shall hold, occupy, possess and enjoy the same, subject to the various terms, conditions and covenants contained herein.

ARTICLE 6**REPRESENTATION AND OBLIGATION OF VENDOR**

6.a THAT the VENDOR undertakes to allow the PURCHASER to hold, use and enjoy the Flat(s) / Unit(s) and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on to its behalf.

6.b THAT in case the PURCHASER wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Flat allotted, shall facilitate the process subject to the following:

(i) The terms of the financing agency shall exclusively be binding and applicable upon the PURCHASER only.



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(ii) The responsibility of getting the loan sanctioned and disbursed as per Simoco Systems & Infrastructure Solutions Limited payment schedule will rest exclusively on the PURCHASER. In the event of the loan not being sanctioned or disbursement getting delayed, the payment to the Developer, as per schedule, shall be ensured by the PURCHASER.

6. cTHAT has the right to raise the finance from any bank/ financial institution/ body corporate and for this purpose create equitable mortgage of the said 'Land' in favour of one or more of such of institutions and for such an act the PURCHASER shall not have any objection and the content of the PURCHASER shall be deemed to have been granted for creation of such charge during the construction of the Project. Notwithstanding the foregoing undertakes to get such a charge, if created on the said Flat vacated before execution of the Deed of Conveyance in favour of the PURCHASER.

ARTICLE 7

INDEMNITY

7. THAT the PURCHASER shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the PURCHASER shall be liable for consequences in respect thereof, if any loss is occasioned due to the act or negligence of the PURCHASER, the PURCHASER shall indemnify for such an act which has occasioned the loss.

ARTICLE 8

GENERAL

8. a. Force Majeure:

THAT if the completion of the Flat(s) / Unit(s) is delayed for reasons of 'Force Majeure' which inter-alia include delay on account of non-availability of steel, cement or any other building material or water supply or electric power back-up or slow down strike or due to dispute with the construction agency employed by , civil commotion or war or criminal action or earthquake or any act of God, delay in certain decision / clearances from the statutory bodies or any notice, order rule or notifications of Government or any other public or competent authority or any change in the policy of the Government / Statutory Bodies for any other reason beyond the control of or any of the aforesaid events, shall be entitled to a reasonable extension of time stipulated for delivery of possession of the Flat. The Developer also reserves the right to enter / alter other terms and conditions of allotment in the event of any such contingency, as aforesaid, and if the circumstance is beyond the control of the Developer, and may defer or suspend the project for such period as it may consider expedient and the PURCHASER agrees that in such an event no compensation or damage of any nature whatsoever will be claimed by the PURCHASER for such delay or suspension.



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8. b. Documentation for transfer:

THAT the Deed(s) of Conveyance / Transfer of the Flat(s) shall be executed and registered in favour of the PURCHASER after the Flat(s) have been constructed and the entire consideration together with all other dues and deposits, etc. has been received by the VENDOR. The Deed(s) of Conveyance / Transfer will be drafted by Advocates (M/s. J.C. Ghosh & Co., Advocates, 265, B.B. Ganguly Street, Kolkata - 700012) of and shall be in such form and contain such particulars as shall be approved by the VENDOR. If the PURCHASER does not get the Deed executed and registered within the date notified, the cost and consequences of the same, including taxes / penalties levied by any Authority will be to the account of PURCHASER. Each PURCHASER also be required to pay to documentation charges @ 1 (One) per cent plus GST (as applicable) of total consideration of the Flat / Unit and Parking(s) before taking possession of Flat / Unit the PURCHASER will be required to pay stamp duty, registration charges and other related charges as may be levied by the Government from time to time for registration of Deed of Transfer of their respective Flats.

- 8.c. The PURCHASER acknowledges and accepts that the building is being constructed in phases and the PURCHASER shall not raise objection and impediment. The PURCHASER accepts the common area infrastructure and facilities development may not be complete and / or operational as on the date of possession of the Flat / Unit.

**ARTICLE 9
FEMA**

9. THAT the PURCHASER, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and / or all applicable provisions notified by the Government from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. PURCHASER shall furnish the required declaration to on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall, however, be made in Indian Rupees.

ARTICLE 10

BREACH

10. THAT should the PURCHASER fail to perform or observe all or any of the stipulation(s) contained herein, the VENDOR shall have the right to cancel the Allotment and 30% (Thirty) payment deposit made till date with the accrued interest for delayed payment and / or any other charge due from the PURCHASER, if any, shall be retained by the VENDOR.

ARTICLE 11

APPLICABLE LAW AND JURISDICTION

11. a) This Agreement shall be construed and the legal relation between the parties shall be determined and governed as per the laws of India.
11. b) That all disputes / issues arising out of and / or concerning this transaction will be subject to the exclusive jurisdiction of the Courts at Kolkata.



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ARTICLE 12
ARBITRATION

12. a) THAT ALL disputes or differences arising out of this Agreement shall be mutually discussed and settled between the Parties.
12. b) HOWEVER, disputes or differences arising out of and / or in connection with the transaction / Agreement, which cannot be amicably settled, shall be finally decided and resolved by Arbitration as per the provisions of Arbitration and Conciliation Act, 1996.
12. c) That the venue of Arbitration shall be at Kolkata and the Award of the Arbitrator(s) shall be rendered in English.

ARTICLE 13
REGISTRATION OF ADDRESS

THAT in the event of joint PURCHASER, all communication, demand, notice(s) etc. shall be served by the VENDOR on the PURCHASER whose name appears first and at the address furnished by him /her which shall for all purposes be considered as service on all the PURCHASER and no separate communication shall be sent to the other named PURCHASER. It shall be the responsibility of the PURCHASER to inform the VENDOR by Registered with A.D. / Speed Post with A.D. about all subsequent change in his / her address, if any, failing which demand notices and letters posted at the earlier registered address will be deemed to have been received by him / her at the time when those should ordinarily reach such address.

ARTICLE 14
REGISTRATION OF FLAT(s)/UNIT(s)

14. a) It will be SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD.'s endeavour to execute and register the Deed(s) of Conveyance / Transfer of the said Flat(s) / Unit(s) after completion of the Project and handing over the same to the PURCHASER. The Deed(s) of Conveyance / Transfer will be drafted by the Advocate of SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. and shall be in such form and contain such particulars as will be approved by the VENDOR. No request for any changes, whatsoever, in the Deed(s) of Conveyance / Transfer will be entertained. Will serve notice on the PURCHASER mentioning a date to execute and register the Deed(s) of Conveyance / Transfer after the project completion and if the PURCHASER fails or neglects to get the Deed(s) of Conveyance / Transfer registered on the date notified, a penalty of Rs.1000/- per month will be recovered by the Developer from the PURCHASER till the month in which the registration of the Deed(s) of Conveyance / Transfer is completed. The VENDOR shall have the right to cancel the allotment in case the PURCHASER fails to have the Deed(s) of Conveyance / Transfer registered within one year from the date notified to the PURCHASER. Upon such cancellation, the amounts received from the PURCHASER will be refunded without any interest but after deduction of 30% of total amount paid till date plus applicable Service Charges and Taxes.



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14. b) The PURCHASER will be required to pay, on demand, to Developer or to the Concerned Authorities, as may be so decided by the Registering Authority applicable stamp duty and registration charges for execution of the Deed(s) of Conveyance / Transfer of the said Flat / Unit.
14. c) The PURCHASER will also be required to pay to Developer towards legal fees, documentation and development charges. Be it noted that in case of bank loan disbursed in favour of the PURCHASER, will hand over the L.G.R to the respective banker on registration, and the PURCHASER shall not raise any objection in this regard.
14. d) This agreement has been prepared by Advocate(s) appointed by the Company who shall draw all papers, documents and drafts required for and / or in connection with the various common purposes relating to the said building. The PURCHASER(S) have agreed to and shall be liable to make payment of fees to Advocate(s) @ 1% (One) per cent calculated upon the total Consideration Money plus GST as applicable.

THE FIRST SCHEDULE ABOVE REFERRED TO:

("The said Premises/ Property/Land")

FIRST SCHEDULE

ALL THAT the piece and parcel of the land containing by estimation demarcated land admeasuring more or less 1472 Sq.Mtr (RS. Plot No. 4243 & 4244 LR Plot No. 3536 & 3537) mutated in the name of the Naihati Municipality, Mouza – Naihati, JL No. 3, Khatian No. R.S.1243 & R.S. 1061, LR.Khatian. 11030 of Mouza – Naihati, J.L. No. 3 within the local limit of Naihati Municipality, in the District of North 24 Parganas and the registration office : Additional District Sub-Registrar at Naihati including boundary walls created thereon as shown in the map or plan annexed hereto and therein shown within red borders and butted and bounded as follows:

ON THE NORTH: RESIDENTIAL PLOTS.

ON THE EAST: POND AND RESIDENTIAL PLOTS.

ON THE SOUTH: ADHATA ROAD.

ON THE WEST: 29 HAAT KALI BEDI.

Parking Space bearing No: TW1, Block No: 01 for Four Wheeler having area of approx. 24.21 Sq.Ft. for exclusive use in the said complex for own vehicle only.

THE SECOND SCHEDULE ABOVE REFERRED TO:

DETAILED SPECIFICATIONS FOR PROPOSED (G+5) STORIED RESIDENTIAL cum COMMERCIAL BUILDING:

A. CIVIL WORKS :

FOUNDATION : 2BHK: R.C.C. Pile Foundation



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Anna Nath Chattopadhyay

2. SUPER-STRUCTURE : R.C.C. Structure as per Structural Design.
3. GRADE OF CONCRETE :
- a) All Reinforced Concrete works shall conform to a minimum grade of M25 with design mix using 20mm downgraded stone chips.
- b) Lean Concrete used in mud matt or other places such as foundation base or flooring shall conform to M10 with nominal mix of 1:3:6 using jhamakhoa.
4. MASONARY WORKS :
- a. All external walls will be 200 mm thick of Fly Ash Brick, cement mortar 1:6.
- b. All internal walls will be 100 mm thick of Fly Ash Brick, cement mortar 1:4 as per Architect's Design.
5. PLASTERING WORKS :
- a) 20mm thick Cement Plaster using cement mortar 1:6 in external wall surfaces. 15mm thick Cement Plaster in internal wall.
- b) 10mm thick Cement Plaster using cement mortar 1:4 in ceiling and concrete surfaces.
6. SHUTTERING WORKS : Steel or Ply board shuttering materials with steel props & spans or Salballah props.
7. REINFORCEMENT BARS : All Reinforcement Bars used shall conform to ISI standard of Fe415 & Fe500 grade & IS Code IS-432, IS-1786, IS456-2000, IS-1786-1985 & SP-16.
8. WATER PROOFING ON ROOFS : Screed Concrete in 1:2:4 with approved water proofing compound.

9. FLOORING WORKS :

a)	Bed Rooms & Balconies	600mm X 600mm Vitrified Tiles of standard make with 100mm high Vitrified Tiles of standard make skirting all window sills are Marble finishing.
b)	Living / Dining	
c)	Toilets, Balcony, Common Lobby & Staircase	300mm X 300mm Anti skid Ceramic Tiles of standard makes Flooring with 5Ft. height dado 300mm X 200mm Glazed Wall Tiles of standard make as per approved shade and design.
d)	Kitchenette	600mm X 600mm Vitrified Tiles of standard make with 100mm high Vitrified Tiles Flooring with 600mm high Dado of 300mm X 200mm Glazed tiles of standard make over Kitchen Counter.
e)	Service Areas	25mm thick first class Patent Stone Flooring in silver grey colour.
g)	Parking Area	40mm thick IPS Flooring in silver grey colour with grid & outside parking with grass block.
	Road	Metal road with black top.



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10. DOORS :

- a) Main Doors: 35mm thick Flush Door of standard makes with veneer finish with 4"x2.5" Shal Wood frame as per Architect's Design.
- b) All other Internal Doors: 32mm thick Water Proof Flush Door of standard makes with 4"x2.5" Shal Wood frame as per Architect's Design.
- c) All Toilet Doors: PVC shutter makes with 3"x2.5" wooden frame as per Architect's Design.
- d) Balcony door: Aluminium Sliding door as per Architectural drawing.

11. WINDOWS : All Windows: Aluminium Sliding 2/3 track clear Glazed & Aluminium Louvers for Toilet as per Architect's Design.

12. HANDRAILS & STAIR RAILING : Handrails and Railings of approved design with MS square bars, round bars, flats, pipes, etc. as per Architect's Design.

13. INTERNAL SURFACE FINISHES :

- a) All Internal Wall surfaces and ceiling: 1.5mm Plaster of Paris / Putty finish with 1 coat of Cement Primer of standard make.
- b) All MS Steel Works: Painted with 1 coat of Steel Primer of approved shade of standard make.

14. EXTERNAL SURFACE FINISHES : Painted with 2 coats of Anti fungal External grade of standard make Paint of approved shade.

B. SANITARY & PLUMBING WORKS :

1. OVERHEAD WATER TANKS: RCC Water Tanks with capacity as per Architect's Design & constructed over the stair head room maintained suitable distance.
2. INTERNAL WATER PIPES: UPVC Pipes with GI accessories of standard make concealed in the wall surface.
3. EXTERNAL WATER PIPES: UPVC Pipes of suitable diameter of standard make as per Architect's Design.
4. SOIL & WASTE WATER PIPES : CPVC/UPVC Pipes of standard make as per Architect's Design.
5. EXTERNAL WASTE ;Stone Ware pipe of standard make.
6. RAIN WATER PIPES : UPVC /CPVC Pipes of standard make.

SANITARY FIXTURES :

- a) European style Ceramic WC, Wash Basin & Stainless Tap – White vitreous china clay of standard make.
- b) Cistern for WC –Sleek PVC with dual flushing system of standard make.
- c) Seat Cover for EPWC –Standard make.



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7. SANITARY FITTINGS :

- a. Control Valves – Gun Metal Ball Valves of standard make.
- b. Stop Cock, Bib Cock, 2-way Bib Cock, Pillar Cock, Sink Cock for Kitchen, Angular Stop Cock, Hand Shower for WC, Shower Head and Rose with arm – All Chromium plated over brass of standard make.
- c. Towel Rail, Towel Ring, Glass Tray, Basin Mirror, Soap Dish, Robe Hook, Grating – All chromium plated / stainless steel of standard make.
- d. In Kitchen Steel Sink deep bowl of standard make is provided without drain board of Standard make.

C. ELECTRICAL WORKS :1. LT PANELS :

- a) One Main TPN LT Panel for Main Distribution for Common area and Compound Lighting as per load design.
2. DISTRIBUTION BOARDS : SPN MCB Distribution Boards 1 for each apartment as per load design.
3. EXTERNAL CABLES : Aluminium Armoured Cable as per load design.
4. PVC CONDUITS : PVC conduit pipe shall be of minimum thickness of 1.6mm up to 20mm diameter and 2.0mm thick wall thickness for above 25mm diameter with smooth outer and inner surface.
5. INTERNAL WIRING : Multi-stranded PVC insulated FRLS Copper Conductor Wires as per load design.
6. TELEPHONE & TELEVISION WIRING : Telecom wire and Coaxial Cable as per design.
7. SWITCH OUTLETS & BOXES : Semi Modular Switches with matching Boxes as per requirement and electrical design.



Ranjana Chattopadhyay

Anand Nath Chatterjee

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED AND DELIVERED BY

EXECUTED AND DELIVERED by

SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LTD. at

Kolkata in the presence of :

Simoco Systems & Infrastructure Solutions Ltd.

Sudhakar Kumar Das
Authorised Signatory

EXECUTED AND DELIVERED by **PURCHASER**

at Kolkata in the presence of :

|

✓ Poojara Chattopadhyay

✓ Anuram Chatterjee