

AGREEMENT

THIS AGREEMENT made this the ____ day of _____ **TWO THOUSAND AND EIGHTEEN BETWEEN BUILDCON DEVELOPERS** a partnership firm carrying on business at 18 Gobra Gorasthan Road, P.O. Gobindo Khatick and P.S. Topsia, Kolkata – 700 046 represented by its Partner Shri Dhiraj Kumar Banka son of Shri R.S. Banka (**PAN NO. AEFPB6791Q**) hereinafter referred to as the **SELLER** (PAN AAPFB2331J) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of Buildcon Developers and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

AND

_____ of _____ (PAN No. _____) hereinafter referred to as the **PURCHASER/s** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**

AND

VENUS COMPLEX PRIVATE LIMITED a company within the meaning of the Companies Act, 1956, having its Registered Office situated at 1, Sarojini Naidu Sarani, Kolkata 700 017 represented by its Director Shri Sandeep Agarwalla son of Shri K.C. Agarwalla (PAN NO. ACVPA3072H) hereinafter referred to as the **CONFIRMING PARTY** (PAN NO. AACDV2985R) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART**.

WHEREAS:

- A)** By a Deed of Conveyance dated 23rd July 2011 and made between Gouri Shankar Beed therein referred to as the Vendor of the First Part and Venus Complex Private Limited therein referred to as the Purchaser of the Second Part and Rajib Sanker Beed therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub Registrar, Sealdah in Book No.I CD Volume No.5 Pages 6859 to 6873 Being No. 02268 for the year 2011 the said Gouri Shanker Beed for the consideration therein mentioned sold transferred and conveyed unto and in favour of Venus Complex Private Limited ALL THAT the piece and parcel of land containing by admeasurement an area of 4 Bighas 7 cottahs 6 chittacks and 12 sq.ft. (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No. 18 and 19 Gobra Gorasthan Road, Kolkata 700 046;
- B)** By another Deed of Conveyance dated 31st July 2014 and made between (1) Niladri Krishna Ghosh Moulick (2) Himadri Krishna Ghosh Moulick (3) Kalapi Krishna Ghosh Moulick therein collectively referred to as the Vendors of the One Part and Venus Complex Pvt Ltd therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub Registrar III, Alipore, South 24 Parganas in Book No.I CD Volume No.14 Pages 6347 to 6362 Being No. 06063 for the year 2014 the said

Niladri Krishna Ghosh Moulick and others for the consideration therein mentioned sold transferred and conveyed unto and in favour of Venus Complex Private Limited ALL THAT the piece and parcel of land containing by admeasurement an area of 2 cottahs 7 chittacks (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No. 15B Gobra Gorasthan Road, Kolkata 700 046;

- C)** In the premises the said Venus Complex Private Limited thus became the Owner of Municipal Premises No. 18, 19 and 15B Gobra Gorasthan Road, Kolkata 700 046 containing in aggregate an area of 4 Bighas 9 cottahs and 13 chittacks 12 sq.ft (more or less);
- D)** After having acquired the said Premises No. 18, 19 and 15B Gobra Gorasthan Road, Kolkata 700 046 by virtue of the aforesaid recited deeds of conveyances the said Venus Complex Private Limited by a Registered Deed of Gift dated 25th February 2015 registered at the office of the District Sub Registrar III, Alipore, South 24 Parganas in Book No. I CD Volume No. 4 Pages 2149 to 2163 Being No. 01520 for the year 2015 transferred by way of Gift a divided and demarcated portion of land containing by estimation an area of 1.5 cottahs (more or less) including the passage measuring 3 feet wide and 38.6 feet in length out of lands measuring 4 Bighas 9 cottahs and 13 chittacks 12 sq.ft (more or less) unto and in favour of Gobra Agrabami Sangha (CLUB);
- E)** After having transferred the said divided and demarcated portion of the said properties by way of gift as recited hereinabove the said Venus Complex Pvt Ltd caused the said three properties to be amalgamated and consequent to such amalgamation the same has now been numbered as Municipal Premises No. 18 Gobra Gorasthan Road, Kolkata 700 046 containing by admeasurement an area of 4 Bigha 8 cottahs 5 chittacks and 12 sq.ft. (more or less) together with the structures standing thereon (hereinafter referred to as the said PROPERTY);
- F)** The Seller herein namely Buildcon Developers is a partnership business having been constituted under a Deed of Partnership dated 11th June 2015 and the said Venus Complex Pvt Ltd being one of the partners of the Seller has brought in the said Premises to form part of the assets and properties of the said Partnership Business and as such the Seller herein is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises;
- G)** For the purpose of causing a building plan to be sanctioned by Kolkata Municipal Corporation, by a Deed of Gift dated 2nd July 2016 and made between Venus Complex Private Limited therein referred to as the Donor of the One Part and The Kolkata Municipal Corporation therein referred to as the Donee of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I Volume No. 1901-2016 Pages 171213 to 171231 Being No. 190105065 for the year 2016 the said Venus Complex Pvt Ltd transferred unto and in favour of KMC by way of Gift firstly all that the piece and parcel of land containing by estimation an area of 1087.84 sq.ft. (more or less) equivalent to 101.06 Sq.Mtr equivalent to 1 cottah 8 chittacks and 7.84 sq.ft. and secondly all that the strip of land bearing 1.75 meters wide and containing by estimation an area of 388.45 sq.ft. equivalent to 36.09 sq.mtrs

equivalent to 8 chittacks 28.45 sq.ft (more or less) both totaling to 1476 sq.ft. equivalent to 137.15 sq.mtrs equivalent to 2 cottahs 36.29 sq.ft. and continued to remain the Owner of the remaining part of portion of the said property being No. 18 Gobra Gorasthan Road, Kolkata 700 046 containing by estimation an area of 4 bighas 6 cottahs 4 chittacks and 20.7 sq.ft. (more or less) together with the various structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES);

- H)** The said Venus Complex Private Limited caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No. 2016070053 dated 27th July 2016 (hereinafter referred to as the said PLAN whereby the Seller became entitled to construct erect and complete a multi storied building/s at the said Premises comprising of Ground plus twelve upper floors having self contained units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis. The expression "Plan" shall mean and include all modifications and/or alterations made to the said Plan from time to time.
- I)** By and under the said Plan the Seller has become entitled to construct erect and complete a new building/s at the said Premises comprising of several flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other and to be ultimately sold and transferred unto and in favor of various intending Purchaser for the consideration agreed upon;
- J)** The Seller has already commenced the work of construction of a New Building at the said premises in accordance with the said Plan.
- K)** 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 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
- L)** The Purchaser being desirous to own or acquire a Flat/Unit at the said new building/s and has approached the Seller and the Seller has agreed to sell the same and the Purchaser has agreed to purchase the said Flat/Unit TOGETHER WITH the proportionate share or interest in all common areas and installations and TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable thereto, more fully and particularly described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO at or for the consideration and subject to the terms and conditions hereinafter contained;

- M)** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed out herein;
- N)** The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O)** 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;
- P)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat/Unit and the Properties Appurtenant Thereto for the consideration and subject to the terms and conditions hereinafter appearing;

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:

ARTICLE-I – DEFINITIONS

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

- 1.1 **AGREEMENT** shall mean this agreement together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof
- 1.2 **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- 1.3 **ACT** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
- 1.4 **ASSOCIATION** shall mean the Association of Flat owners 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
- 1.5 **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.
- 1.6 **ARCHITECT** shall mean ESPACE, Architects of No.35A Dr. Sarat Banerjee Road, Kolkata 700 029 or any other firm or architects appointed by the Seller.
- 1.7 **BALCONY** shall mean such extended part or portion of any particular flat/unit which shall form an integral part of a particular flat/unit.
- 1.8 **BOOKING AMOUNT** shall mean 10% of the total purchase price to be paid by the Purchaser to the Seller as hereinafter appearing

- 1.9 **CARPET AREA** 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.
- 1.10 **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
- 1.11 **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written)
- 1.12 **CAR PARKING SPACE/S** shall mean covered car parking spaces in the ground floor and podium (1st floor) covered car parking spaces of the said new building/s and also include the open car parking spaces in the open compound at the ground floor of the said premises as expressed or intended by the Seller in its absolute discretion for parking of motor cars.
- 1.13 **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 SEVENTH SCHEDULE hereunder written.
- 1.14 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Flats/Units.
- 1.15 **COMPLEX** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as "THE EKTAA LOTUS" or such other name as the Seller in their absolute discretion may deem fit and proper.
- 1.16 **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Seller and upon formation by the Committee/Association 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.
- 1.17 **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 premises and shall also include demarcated portion of the roof of the podium as well.
- 1.18 **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- 1.19 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the

Purchaser 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.

- 1.20 **DATE OF OFFEER OF POSSESSION (for fit outs)** shall mean the date on which the SELLER shall endeavor 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.
- 1.21 **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)
- 1.22 **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
- 1.23 **FEDERATION/ASSOCIATION/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 complex
- 1.24 **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 Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- 1.25 **HOUSE RULES/USE** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated
- 1.26 **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
- 1.27 **NEW BUILDING** shall mean the New Building to be constructed by the Seller 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.
- 1.28 **OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Flatowner to take possession of the Apartment intended to be acquired by the Purchaser
- 1.29 **PLAN** shall mean the Building Plan sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2016070053 dated 27th July 2016 and

shall include all modifications or variations as may be made by the Seller from time to time with prior sanction from the authorities concerned if required.

- 1.30 **PREMISES** shall mean ALL THAT the Premises No.18 Gobra Gorasthan Road, Kolkata 700 046 TOGETHER WITH all structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- 1.31 **PURCHASER** 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 other members for the time being of the said HUF and their respective heirs legal representatives executors 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/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons 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 of the said Trust and their respective heirs, legal representative executors administrators and assign.
- 1.32 **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building 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)
- 1.33 **POSSESSION** shall mean the date on which possession is made over by the Seller to the Purchaser after occupancy certificate is obtained
- 1.34 **RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017
- 1.35 **REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017
- 1.36 **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the **Flat/Unit No. _____ on the _____ floor in Block No. ____** at the said premises (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written with fittings and fixtures to be

provided therein by the Seller as mentioned in the Sixth Schedule hereunder written together with Purchaser proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned and described in the within stated PART-II of the SECOND SCHEDULE

- 1.37 **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Purchaser and to be determined by the Seller in its absolute discretion
- 1.38 **SELLER** shall mean the said **BUILDCON DEVELOPERS** and shall mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns.
- 1.39 **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.
- 1.40 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Purchaser 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 the said amount shall be transferred by the Seller to such Association.
- 1.41 **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 Association 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 Association 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 Association in their absolute discretion.
- 1.42 **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.
- 1.43 **TOTAL PURCHASE PRICE** shall mean the total purchase price as hereinafter appearing agreed to be paid by the Purchaser to the Seller in terms of this agreement.

ARTICLE II – INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
- iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – COMMENCEMENT

- 3.1** This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement (hereinafter referred to as the COMMENCEMENT DATE) and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

ARTICLE IV – DISCLOSURE, DISCLAMIER, TITLE AND ACKNOWLEDGEMENT

- 4.1** At or before the execution of this Agreement the Seller has provided to the Purchaser a certificate being the Report on Title of its Advocate
- 4.2** At or before entering into this Agreement the Purchaser has satisfied himself/herself/ itself as to:
- i) As to the title of the Seller
 - ii) Has inspected copies of the title deeds
 - iii) Satisfied himself/herself as to the legal ownership in respect of the said premises and acknowledges that the Seller have a marketable title in respect thereof.

- iv) Has inspected the said Plan sanctioned by the authorities concerned
- v) The right of the Seller to enter into this agreement
- vi) Is fully satisfied as to the carpet area and/or chargeable area to form part of the said Flat/Unit
- vii) Acknowledges that the right of the Purchaser shall remain restricted to the Flat intended to be acquired by him/her/it and will have no right over and in respect of the other parts and portions of the said new building and/or the said Housing Complex
- viii) Is satisfied that the said Premises is free from all encumbrances and charges and that there is no litigation pending in any Court of Law with regard to the said Premises
- ix) Is satisfied that all approvals, licenses, permits issued by the competent authority with respect to the said housing project are valid and subsisting and that the same have been obtained by following due process of law
- x) That the Seller is legally competent to enter into this agreement
- xi) That the said Property is not the subject matter of any HUF and that no part of the land forming part of the said Premises is owned by or remains vested in a minor
- xii) That the said Premises is not subject to any notice of acquisition and/or requisition nor there is any threat or acquisition and/or requisition
- xiii) That all municipal rates taxes and other outgoings payable in respect of the said Premises has been paid and/or shall be paid by the Seller up to the completion of the said Housing Project
- xiv) Acknowledges that the terms and conditions of this agreement are fair and reasonable.
- xv) Has obtained independent legal advice and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to be made
- xvi) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Purchasers agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- xvii) The parties have gone through all the terms and conditions set out in this agreement and have understood their respective obligations and rights detailed herein
- xviii) The parties hereto confirm that they are signing their agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
- xix) 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 not willing to enter into this agreement on the terms and conditions appearing hereinafter

And has agreed not to raise any objection whatsoever or howsoever

- 4.2** The Confirming Party doth hereby declare and confirm that the Said Property presently forms part of the assets and properties of the Seller and the Confirming Party has no right or claim over and in respect of the Said Property or any part or portion thereof and for the purpose of creating a proper title in favour of the Flat buyers, the Confirming Party agrees to sign and execute and deed, document or instrument as may be necessary and/or required from time to time for the purpose of perfecting the title of the Purchaser.

ARTICLE V – SALE/TRANSFER

- 5.1** The Seller has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on the terms and conditions stipulated herein ALL THAT the Flat No. ___ on the ___ Floor in Block No. ___ of the new building/s now in course of construction of the said Premises containing by estimation an Carpet Area of _____ **sq.ft.** and Chargeable Area being _____ **sq.ft.** (be the same a little more or less) of the said New Building now in course of construction at the said Premises (more fully and particularly described in the PART-I OF THE SECOND SCHEDULE hereunder written) forming part of the Residential Area TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities & amenities AND TOGETHER WITH the right of parking one or more motor car/s in or portion of the car parking space, if so specifically and as expressly mentioned and described in the within stated PART –II of the SECOND SCHEDULE AND TOGETHER WITH the undivided proportionate impartible share in the land comprised in the said Premises allocable and/or attributable thereto (hereinafter referred to as the said FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written)
- 5.2** The right of the Purchaser shall remain restricted to the said Flat/Unit, open spaces, if specifically allocated, open and/or covered car park spaces if allocated and the properties appurtenant thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other Flats/Units and/or open or covered spaces building situated at the said Complex.
- 5.3** AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto that the right of the Purchaser shall remain restricted to the said Flat/Unit and in no event the Purchaser shall be entitled to and hereby acknowledges that it will have no right over and in respect of the exterior walls and/or corridors and/or other parts and portions of the New Building and it shall be entirely for the Seller at its absolute discretion to grant any right over and in respect of the same for such consideration and on such terms and conditions as the Seller in its absolute discretion shall deem fit and proper and in any event the Purchaser hereby consents to the same.

ARTICLE VI – PAYMENT – PURCHASE PRICE

- 6.1** In consideration of the above the Purchaser has agreed and volunteered to make payment of an aggregate sum of **Rs.** _____ (Rupees _____ only) (hereinafter referred to as the TOTAL CONSIDERATION AMOUNT/PURCHASE

PRICE) which includes the cost of the said Flat/Unit, proportionate share of the cost of the common parts and portions, Cost of the right to use open/covered car parking space and cost of the proportionate share in the land attributable and/or allocable to the said Apartment but shall not include the various advances, deposits, sinking fund etc and also the obligation of the Purchaser to make payment of all taxes including GST tax, development charges and other charges as may be imposed by the competent authority upto the date of handing over of possession of the flat/unit apartment and the project to the Association of Allottes/Purchasers after obtaining occupancy certificate.

Provided that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the act, the same shall not be charged from the Purchaser

- 6.2** For the purposes of compliance of the provisions of Section IV (d) of the said Act the total purchase price includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes the cost for providing all other facilities, amenities and specifications to be provided within the apartment and/or project.
- 6.3** The said total consideration amount shall be paid in the manner as provided for in the FOURTH SCHEDULE hereunder written by the Purchaser to the Seller.
- 6.4** Time for payment in the manner as hereinbefore recited is and shall always remain as the essence of the contract.
- 6.5** The said total consideration amount has been determined based on the total carpet area forming part of the said Flat/Unit and the Purchaser acknowledges that the carpet area/chargeable area is likely to undergo a change upon completion of the said New Building and in the event of there being any increase in the total carpet area/chargeable area then and in that event there would be a corresponding increase in the total amount of consideration payable by the Purchaser and in the event of there being a decrease in the total carpet area/chargeable area there will be a proportionate decrease in the amount of consideration agreed to be paid by the Purchaser to the Seller. All these monetary adjustments shall be made at the same rate per square feet in terms of this agreement.
- 6.6** The Purchaser acknowledges that the certificate which may be given by the Architect of the said Residential Complex certifying the carpet area and/or chargeable area to comprise in the said Flat/Unit shall be binding on the parties hereto.
- 6.7** All payments shall be made by the Purchaser in the name of the Seller at its aforementioned office or at such other place as may be designated by the Seller against proper receipts being granted by the Seller and such payment to be made only

by a cheque / bank draft / demand draft / RTGS drawn in favor of the Seller herein and in no event the Purchaser shall be entitled to set up an oral agreement regarding any payment unless the same is recorded in writing.

- 6.8** The Purchaser authorizes the Seller 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 Seller may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Seller to adjust his payments in any manner.
- 6.9** Any amount paid by any intending Purchaser in favor of the Seller shall be a complete and valid discharge of the obligation of the Purchaser to make payment of the amount of consideration and other amounts in terms of this agreement.
- 6.10** It shall be the obligation and responsibility of the Purchaser to regularly and punctually make payment of all amounts agreed to be paid in terms of this agreement except that the Seller will intimate the Purchaser periodically the amount to be paid in terms of this agreement.
- 6.11** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc on the basis of which sale is effected) in respect of the said apartment without the previous written consent of the Purchaser as per provisions of the Act PROVIDED HOWEVER that in the event of the Purchaser requiring any minor alteration and/or modification and the same is permissible in law, the Seller may cause the same to be done upon payment of such amount as may be mutually agreed upon and reduced in writing it being further agreed that in the event of the Seller making any modification/alteration in the sanctioned plan as permissible in accordance with the building rules of Kolkata Municipal Corporation and other statutes, the Seller shall be entitled to do so long as the same does not affect the Apartment intended to be acquired by the Purchaser and the Purchaser hereby consent to the same and no further consent of the Purchaser shall be necessary and/or required.
- 6.12** In addition to the Total Consideration Amount/Purchase Price agreed to be paid by the Purchaser as above, the Purchaser shall also be liable and agrees to make payment of the amounts which may become due and payable on account of GST Tax and all other statutory outgoings and/or any tax and/or levies imposed by the government authorities from time to time which may become payable in respect of the said Flat/Unit.
- 6.13** Upon full payment of the total purchase price and other amounts to be paid in terms of this agreement, the Seller agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:
- i)** The Purchaser shall have exclusive ownership of the Apartment
 - ii)** The Purchaser shall also have undivided proportionate share in common areas. Since the share of the Purchaser in the common areas is undivided and cannot be divided or separated, the Purchaser shall use the common areas along with other occupants, maintenance staff etc without causing any

inconvenience or hindrance to them. It is clarified that the Seller shall hand over the common areas to the association of Purchasers after duly obtaining completion certificate from the competent authority as provided in the Act.

iii) The Purchaser has the right to visit the project site to assess the extent of development of the project and his apartment

- 6.14** It is made clear by the Seller and the Purchaser agrees that the said Apartment along with open/covered car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project
- 6.15** The Seller agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxex, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the Seller fails to pay all or any of the outgoings collected by it from the Purchaser or any liability, mortgage, loan and interest thereon (before transferring the apartment to the Purchaser) the Promoter agrees to be liable even after the transfer of the property, to pay such outgoings and panel 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.
- 6.16** The Purchaser if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under this Agreement. The Purchaser agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Purchaser along shall be liable for any action under FEMA.
- 6.17** The Seller shall not be responsible towards any third party making payments, remittances on behalf of the Purchaser and such third party shall not have any right in this Agreement/allotment of the said Flat/Unit in any way and the Seller shall issue the payment receipts in favor of the Purchaser only.

- 6.18** The Seller shall periodically intimate to the Purchaser regarding payment of the amounts which may become due and payable in the manner as set out in the FIFTH SCHEDULE hereunder written.
- 6.19** The Seller shall also provide to the Purchaser 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.
- 6.20** The Total Consideration Amount/Purchase Price is escalation-free, save and except increases which the Purchaser 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 Seller undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Seller shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act and shall not be charged from the Purchaser
- 6.21 **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Seller abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Seller within the stipulated time as mentioned in the payment plan through account payee cheque/demand draft/banker's cheque or online payment in favor of the Seller payable at Kolkata.
- 6.22 The Purchaser acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the Seller from time to time shall give notice as to the amounts due and payable by the Purchaser and such notice may be sent by the Seller electronically, ordinary mail or by speed post with acknowledgement due
- 6.23 As already stated above time for payment shall always remain as the essence of the contract and all payments shall be made against proper receipts being issued by the Seller and in no event the Purchaser shall be entitled to set up any oral agreement regarding payment.

ARTICLE VII – DEPOSITS AND ADVANCES

- 7.1 In addition to the total consideration amount agreed to be paid by the Purchaser to the Seller the Purchaser agrees to make payment of various amounts on account of advances and deposits both adjustable and non-refundable to the Seller (details whereof will appear from the FIFTH SCHEDULE hereunder written)

- 7.2 The Purchasers hereby acknowledges that without making the payments amounts to be paid on account of consideration, advances and/or deposits the Purchasers shall not be entitled to claim possession of the said Unit.

ARTICLE VIII- CONSTRUCTION OF THE PROJECT/APARTMENT

- 8.1 The said Flat/Apartment shall be constructed in a workmanlike manner with such materials/specifications as are detailed out in the Fifth Schedule hereunder written and the Purchaser hereby confirms that the same is acceptable to the Purchaser
- 8.2 Unless prevented by circumstances beyond the control of the Seller, the said Apartment shall be completed in all regards within a period of 42 months from the date of execution of this Agreement with a grace period of 6 months (hereinafter referred to as the COMPLETION DATE)
- 8.3 Time for completion is and shall always remain as the essence of the contract

ARTICLE IX – POSSESSION OF THE APARTMENT

- 9.1 Upon completion of the said Project and/or Apartment the Seller shall apply to Kolkata Municipal Corporation for grant of occupancy certificate and upon payment of the total purchase price and all other amounts payable in terms of this agreement by the Purchaser to the Seller the Purchaser shall be entitled to take over possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities
- 9.2 In the event of any delay in making over possession consequent to force majeure conditions then and in that event the time for completion shall stand automatically extended
- 9.3 For the purposes of force majeure the following shall be deemed to be force majeure conditions:
- i) War
 - ii) Flood
 - iii) Drought
 - iv) Fire
 - v) Cyclone
 - vi) Earthquake or any other calamity caused by nature

PROVIDED THAT such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that in the event it becomes impossible for the Seller to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the Seller shall refund to the allotted the entire amount received by the Seller from the Purchaser within 45 days from that date. The Seller shall intimate the Purchaser about such termination atleast thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights,

claims etc against the Seller and the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.

- 9.4 **FITOUTS :** The Seller shall be at liberty and is entitled to complete any portion/floor/wing/part of the building and apply for and obtain part occupation certificate. As and when such occupation certificate is obtained the Seller may at its discretion offer the said Flat to the Purchaser to undertake necessary Fitout it being expressly made clear that this shall not amount to possession being made over, such possession to be made over only upon the Purchaser making full payment of the amount of consideration and other amounts in terms of this agreement and necessary occupation certificate being granted by the authorities concerned, the Purchaser shall be obligated and undertakes to carry out necessary fitouts subject to what is hereinafter appearing.
- 9.5 **PROCEDURE FOR TAKING POSSESSION:** the Seller upon obtaining necessary occupancy certificate from the competent authority shall offer in writing the possession of the Flat/Unit/Apartment to the Purchaser in terms of this Agreement to be taken within two months from the date of issuance of occupancy certificate. The conveyance deed in favour of such Purchaser shall be carried out by the Seller within three months from the date of issuance of occupancy certificate. After taking over possession the Purchaser agrees to pay the maintenance charges determined by the Seller/Association of Purchasers, as the case may be. The Seller shall hand over a copy of the occupancy certificate of the apartment to the Purchaser at the time of execution of the conveyance
- 9.6 **FAILURE OF PURCHASER TO TAKE POSSESSION :** In the event of the Purchaser failing to make payment of all amounts due and payable by it to the purchaser in terms of this agreement and to take over possession of the said Apartment in the manner as hereinbefore mentioned and if such default shall continue for a period of two months then and in that event then and in that event the Seller shall be entitled to sell and transfer the said Flat to some other persons and after adjusting and appropriating the amount due and payable by the Purchaser and the balance amount shall be paid by the Seller to the Purchaser and the Purchaser hereby consents to the same.
- 9.7 **DEFECT LIABILITY:** In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Apartment/Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate of the said Apartment/Unit then and in that event the Seller shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :
- a) Any negligence and/or laches on the part of the Purchaser
 - b) Any act deed or thing on the part of any third party
 - c) Any act of vandalism or destruction on the part of any person

ARTICLE X - CANCELLATION

- 10.1 CANCELLATION BY THE PURCHASER:** The Purchaser shall have the right to cancel/withdraw his allotment in the project as provided in the act Provided where the Purchaser proposes to cancel/withdraw from the project without any fault of the Seller, the Seller herein is entitled to forfeit the booking amount paid for the allotment and interest accrued thereon in accordance to law. The Purchaser acknowledges that the Seller shall be blocking the said Apartment for the Purchaser without receiving the total purchase price and other amounts and in the event of such cancellation the Seller shall refund the amount receivable by the Purchaser within 45 days of such cancellation or upon the Seller entering into an agreement for sale in respect of the said Apartment with any other intending Purchaser (which ever event shall happen first)
- 10.2 CANCELLATION BY THE SELLER :** In terms of this agreement time for payment of the total purchase price and other amounts is and shall always remain as the essence of the contract and in the event of the Purchaser failing to make payment of any of the amounts payable in the manner as provided for in this agreement then and in that event the Seller shall be entitled to terminate this agreement by giving to the Purchaser 15 days' notice in writing (hereinafter referred to as the NOTICE OF CANCELLATION) and upon expiry of the notice period this Agreement shall stand automatically cancelled and in such an event the Purchaser shall cease to have any right under this agreement or in respect of the said Apartment and upon such cancellation the Seller shall be entitled to forfeit a sum equivalent to the booking amount together with interest at the SBI lending rate plus 2% out of the amounts already paid by the Purchaser to the Seller and refund the balance such refund to be made within 45 days of such cancellation or upon the Seller entering into an agreement for sale in respect of the said Apartment with any other intending Purchaser (which ever event shall happen first)

ARTICLE XI – EXECUTION OF THE DEED OF CONVEYANCE

- 11.1** The Deed of Conveyance shall be executed in favor of the Purchaser within three months from the date of taking over possession and time in this regard is and shall be treated as the essence of the contract
- 11.2** Within ten days from the date of notice to that effect being given by the Seller to the Purchaser, the Purchaser shall deposit the requisite amount on account of stamp duty, registration charges, legal expenses and other incidental expenses and without the Purchaser depositing the said amount the Seller will not be under an application to execute the Deed of Conveyance and in the event of the Purchaser failing to deposit the requisite amount within the stipulated time then and in that event without prejudice to any other right which Seller may have the Purchaser shall be liable and agree to make payment of a sum of Rs. 5,000/- (Rupees Five thousand only) per month as and by way of GUARDING CHARGES and the Purchaser acknowledges such guarding charges is fair and reasonable in as much as the Seller shall continue to hold the Flat/Unit for and on behalf of and on account of the Purchaser.

ARTICLE XII – SINKING FUND

- 12.1 The Purchaser acknowledges that in as much as the said new building(s) is to be a decent residential complex the services are to be upgraded from time to time including capital costs which may have to be incurred for the purpose of repairs and/or replacement of the various equipment's and/or installations in the said Residential Complex and the Purchaser shall keep deposit with the Seller at or before taking over possession of the said Flat/Unit a sum of Rs. 20/- per sq. ft. (hereinafter referred to as the SINKING FUND) which amount shall not bear any interest and shall be transferred to such Maintenance Company/ Syndicate and/or Holding Organization as the case may be.
- 12.2** In the event of the said Sinking Fund being utilized by the Seller/Association on account of costs which may have been incurred for the purpose of repairs and/or replacement of the various equipment's and/or installations in the said new building and/or residential complex then in that event the Purchaser and the other unit owners shall be liable to replenish the amount so spent and/or incurred proportionately without raising any objection whatsoever or howsoever.
- 12.3** The said Sinking Fund shall be handed over to the Association after appropriating such amount as remaining in arrear and not paid by a particular flat buyer.

ARTICLE XIII- MAINTENANCE OF THE COMMON PARTS AND PORTIONS AND SUPPLY OF SERVICES

- 13.1 The Purchasers acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Unit Owners and as such it is desirable that a Facility Management Company (hereinafter referred to as the FMC) be appointed and in this regard the Purchasers authorizes the Seller to appoint a Facility Management Company on such terms and conditions as the Seller 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
- 13.2 The Seller shall be entitled to appoint a Facility Management Company on such terms and conditions as the Seller in its absolute discretion may deem fit and proper and the Purchaser shall be liable to make payment of an amount equivalent to 15% of the CAM Charges as service charges payable to such FMC
- 13.3 Until such time the Seller has appointed such FMC the Seller shall be liable to maintain the common parts and portions and be responsible for rendition of common services and as such the Seller shall be entitled to claim an amount equivalent to 15% of the CAM Charges payable by the Purchasers as and by way of service charges
- 13.4 After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services
- 13.5 **HOLDING ORGANISATION** – The Unit Owners amongst themselves shall form a Holding Organization which may be a private limited company, limited liability

partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION)

- 13.6 The Purchasers agrees to become a member of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
- 13.7 Until formation of the said Holding Organization the Seller in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said residential Complex and upon formation of the said Holding Organization the said Adhoc Committee shall stand dissolved.

ARTICLE XIV – DEFAULT IN PAYMENT OF CAM CHARGES – ENFORCEMENT

- 14.1 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. 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 Purchaser

- 14.2 The Purchaser 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/s and nonpayment thereof by the Purchaser 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 Purchaser 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 Seller and/or Holding Organization and/or FMC as the case may be shall be entitled to and the Purchaser hereby consents:

- i) to discontinue the supply of electricity to the Purchasers' Flat/Unit
- ii) to disrupt the supply of water
- iii) to withdraws the lift 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 Seller for realization 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.

ARTICLE XV – PURCHASER’S COVENANTS - HOUSE RULES

15.1 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 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.

15.2 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 or fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from or 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 through 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 residential complex.
- 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 residential complex.
- 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 residential complex.
 - 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) THE PURCHASER shall not 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 kutchra or pucca construction grided 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) 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.
- y) 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.
- z) 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.
- aa) 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.
- bb) In the event of nonpayment of such services and maintenance charges the Purchaser shall be liable to pay interest at the rate of 15% per annum to the Seller and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the Seller and or FMC may have the Seller and / or the FMC shall be entitled to and the Purchaser hereby consents to the :
 1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
 4. To discontinue the facility of DG power back-up.
- cc) In the event of non-payment of any of the amounts payable by the Purchaser to the Seller/ FMC/ Holding Organization, the Seller / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

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) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- i) 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 FMC.
- j) 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.

15.3 The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

ARTICLE - XVI- 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 amount/purchase 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 Seller on account of administrative expenses while granting such permission for nomination.

- 16.3 The Purchaser hereby covenants that such nomination costs are fair and reasonable.
- 16.4 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 Purchaser.

ARTICLE - XVII – GOODS AND SERVICE TAX AND OTHER LEVIES

- 17.1 The Purchaser shall be liable and agrees to make payment of the amount which may become due and payable on account of Goods and Service Tax(GST). In addition thereto the Purchaser shall be liable and agrees to make payment of any amount which may become payable on account of any cess, charges, taxes that may be imposed by any statutory authority from time to time under any law time in force. In the event of nonpayment of GST and other levies the Purchaser shall be liable for all penalties interest and other consequences and has agreed to indemnify and keep the Seller duly indemnified.

ARTICLE XVIII – COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES

- 18.1 The parties are entering into this agreement for allotment of an Apartment with full knowledge of all rules, regulations, notifications etc applicable to the project

ARTICLE XIX – ADDITIONAL CONSTRUCTION

- 19.1 The Seller undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act. The Purchaser acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Purchaser acknowledges and consents that the Seller shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Flat/Unit intended to be acquired by the Purchaser.

ARTICLE XX – SELLER SHALL NOT MORTGAGE OR CREATE CHARGE

- 20.1 After the Seller has executed this agreement the Seller shall not be entitled to create a charge on the apartment/Premises and if any such mortgage or charge is created then notwithstanding anything contained in any other law for the time being, such mortgage or charge shall not affect the rights and interest of the Purchaser who has taken or agreed to take such Apartment.

ARTICLE XXI – REGISTRATION OF THIS AGREEMENT

- 20.1 The original of this agreement is being handed over by the Seller to the Purchaser. It shall be the obligation of the Purchaser to cause this agreement to be registered with the concerned authorities upon making payment of the stamp duty, registration

charges and other incidental expenses and the Purchaser upon giving adequate notice to the Seller the Seller shall remain present for the purpose of admitting the execution of this agreement

- 20.2 It shall be the obligation of the Purchaser to make payment of the amount due and payable on account of the stamp duty, registration charges and other incidental amounts for registration of this agreement with the authorities concerned and upon payment of the same the Purchaser shall give adequate notice to the Seller regarding fixing of the date and time for presentation of the document with the concerned registration authorities and the Seller shall remain present to admit the execution of this agreement
- 20.3 The Purchaser acknowledges that it is his/her obligation to cause this agreement to be presented for registration and as such the registration shall be effected before expiry of the period allowed for registration under the said Act
- 20.4 In the event of cancellation of this agreement after the registration thereof by the Purchaser, the Purchaser shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Purchaser and in as much as registration of this Agreement will be made in Book No.I a Deed of Cancellation shall be executed. In the event of cancellation the Purchaser agrees to cause such Deed of Cancellation to be registered and in the event of the Purchaser failing to execute such Deed of Cancellation the Seller as the Constituted Attorney of the Purchaser shall be entitled to cause such Deed of Cancellation to be executed on behalf of the Purchaser.

ARTICLE - XXII - DOCUMENTATION AND PROFESSIONAL CHARGES

- 22.1** Mr. R.L. Gaggar (Mr. Gaggar), Solicitor and Advocate of No. 6, Old Post Office Street, Kolkata, the Advocate of the Seller has prepared this Agreement and shall also draft the Deed of conveyance and/or transfer in respect of the said Flat including all other deeds documents and instruments as may be necessary and/or required and the Purchaser commits himself/herself/itself to accept such drafts and/or deeds documents and instruments as shall be prepared by Mr. Gaggar excepting that the Purchase shall be entitled to obtain an independent advice PROVIDED HOWEVER this will not absolve the Purchaser to make payment of the fees of Mr. Gaggar as hereinafter appearing:
- i) Rs 5000/- (Rupees Five thousand only) being the fees of Mr. R.L. Gaggar, Advocate towards his fee for the preparation of this Agreement.
 - ii) Rs. 5000/- (Rupees Five thousand only) as the fees of Mr. Gaggar for drafting of the Deed of Conveyance in favour of the Purchaser and the said sum shall be paid at or before taking over possession of the said Flat/Unit and shall be paid directly by the Purchaser to Mr. Gaggar.
- 22.2** This Agreement is being executed in duplicate and it shall be the obligation and responsibility of the Purchaser to cause the same to be stamped and registered by making payment of the Stamp Duty and Registration Charges and other incidental

expenses thereto and upon notice to that effect being given by the Purchaser to Seller, the Seller shall remain present at the concerned registration office for the purpose of admitting the execution thereof.

- 22.3** Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Flat and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

ARTICLE - XXIII – MISCELLANEOUS

- 23.1 **ENTIRE AGREEMENT** – The parties agree that the Agreement, Schedules and annexures thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Seller in any documents, brochures, advertisements hoardings etc and/or through any other medium hereinbefore agreed upon between the Seller and the Purchaser which may in any manner be inconsistent with what is stated herein. This agreement shall not be amended or modified except by a writing signed by both the parties.
- 23.2 **TERMS REASONABLE** – The Purchasers acknowledges that the terms and conditions herein contained are fair and reasonable and the Purchaser confirms and declares that he/she/it has entered into this agreement after taking the various factors into consideration and the amount of consideration agreed to be paid by the Purchaser is fair and reasonable and has agreed not to raise any objection on any account whatsoever or howsoever
- 23.3 **SUPERCESION-** This Agreement supersedes all earlier recordings agreements memorandums brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.
- 23.4 **CORRESPONDENCE** – All correspondence including emails should carry the Purchasers ID and any correspondence not mentioning the Purchasers ID shall be deemed to be null and void.
- 23.5 **CONFIDENTIALITY** – The Purchaser hereto agrees that all information documents etc exchanged to date and which may be exchanged including the contents of this agreement and any document exchanged in pursuance thereof (hereinafter referred to as the Confidential Information) is confidential and proprietary and shall not be disclosed, reproduced, copies, disclosed to any third party or used otherwise without the prior written consent of the Seller. The confidential obligations under this clause shall survive even after handing over of the unit and is legally binding on the Purchaser and shall always be in full force and effect
- 23.6 **COUNTER PARTS** - This Agreement has been prepared in duplicate. The original of this Agreement has been made over to the Purchaser and it shall be the Obligation and responsibility of the Purchaser to cause this agreement to be registered upon making payment of the stamp duty and registration charges payable in respect thereof and

upon notice being given the Seller shall remain present to admit the execution thereof and in the event the Seller being saddled with any liability on account of the stamp duty and registration charges the Purchaser has agreed to indemnify and keep the Seller indemnified and saved harmless from and against all costs charges claims action suits and proceedings.

- 23.7 **NO CREATION OF ANY CHARGE**- This Agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat/Unit without the consent in writing of the Seller until such time the full amount under this agreement has been paid by the Purchaser to the Seller and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire amount, the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Unit for which no further consent of the Seller shall be required. However prior intimation in writing should be given to Maintenance Company/Committee/Association before renting it out on lease/on rental basis.
- 23.8 **PURCHASERS' RIGHT** - The right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant thereto and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.
- 23.9 **FINANCIAL ASSISTANCE** - For the purpose of facilitating the construction of the said Complex the Seller may apply for and obtain financial assistance from banks and other financial institutions.
- 23.10 **NAME OF THE PROJECT** - The name of the project shall be "THE EKTAA LOTUS" and will not be changed.
- 23.11 **PURCHASERS' OBLIGATION**- The Rules for use of all common facilities shall be laid down by the Seller/Committee/Association and in framing such rules Committee/Association shall not make any discretion between Unit Owners of the project in the said premises. The right over the common parts and portions of the Residential Complex will accrue to the Purchaser only upon acquiring ownership rights with respect to the Said Unit and Appurtenances thereto. The Purchaser further acknowledges the right of the Units owners in the said premises/complex to use the facilities and amenities comprising in the said premises/ complex once the same is commissioned/constructed and the Purchaser shall not raise any objection whatsoever or howsoever. From date of possession of the Said Unit and the properties Appurtenances thereto the Purchaser assures/commits to pay the rates and taxes applicable to the Unit and the Maintenance Charges which shall include his/her/its proportionate share of charges/expenses in maintaining all the facilities and amenities.
- 23.12 **NO PARTNERSHIP** - The Seller and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between any of the either parties or to be construed as a joint venture or joint ventures between the parties to this agreement nor shall the Seller and

the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.

- 23.13 **SELLER'S RIGHTS**- The Seller shall be entitled to all future vertical and horizontal extensions of the said New building or otherwise by way of additional construction or otherwise and the Purchaser has agreed not to raise any objection in any manner whatsoever or howsoever. The Seller shall be entitled to put neon sign, hoardings and other display materials on any part or portion of the roof , the Purchaser hereby consents and waives all rights to enable the Seller to put up such neon sign, hoardings and other display materials and agrees not to raise any objection whatsoever or claim any share in the rent. For the purpose of erection of such neon signs the Seller shall be entitled to use the lifts, stair case, common parts and portions for the purpose of repair, replacement, erection of such hoarding/display materials.
- 23.14 The Purchaser has agreed to keep in deposit an amount on account of Sinking Fund (Development Fund) which the Seller shall invest in such securities as it deems fit and proper it being agreed that the interest accrued due on shall be utilized or applied for the purpose of discharging the obligation of the Purchasers to make payment of the proportionate share of maintenance charges and in the event of such interest being less than the amount proportionate maintenance charges agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.
- 23.15 **NO WORKS CONTRACT** - It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto in the event of the Seller being liable to make payment of any Sales Tax or Service Tax or any other statutory tax or duty or levy in respect of this Agreement, the Purchasers shall be liable and agrees to make payment of the same at or before taking over possession of the said Unit.
- 23.16 If any provision of this Agreement or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal and unenforceable.
- 23.17 The Purchaser has assured the Seller that it has the financial capacity to pay the balance of the entire amount in the manner mentioned herein.
- 23.18 The Seller shall have exclusive right over all open areas within the Premises, which are not specifically allotted.
- 23.19 The Allotment of Parking Space shall be at the absolute discretion of the Seller.
- 23.20 During construction of the complex Purchaser can make visits to his Units only after obtaining prior permission/entry pass from the Site office of the Seller
- 23.21 The hoarding of the Seller may be erected in any part or portion of the said site and/or premises.

ARTICLE - XXIV- NOTICE

24.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE - XXV - ARBITRATION

25.1 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.

25.2 The Arbitrator/s shall have summary power.

25.3 The Arbitrator/s shall have power to give interim awards and/or directions.

25.4 It will not be obligatory on the part of the Arbitrator/s to give any reasoned or speaking award.

25.5 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.

ARTICLE - XXVI - JURISDICTION

26.1 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 SAID PREMISES)**

ALL THAT the piece and parcel of land containing by estimation an area of 4 bighas 6 cottahs 4 chittacks and 20.7 sq.ft. (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No. 18 Gobra Gorasthan Road, P.S. Topsia, P.O. Gobindo Khatick, Kolkata 700 046 Sub Registry Office Sealdah under Ward No. 59 within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following that is to say:

ON THE NORTH : partly by Premises No's. 56, 54, 52, 50, 48, 46 and 44 Christopher Road

ON THE EAST : Premises No. 20 Gobra Gorasthan Road

ON THE SOUTH : Premises No. 14 Gobra Gorasthan Road and Premises No's 17B,
17C and 17D Gobra Gorasthan Road

ON THE WEST : Premises No. 42 Christopher Road

(OR HOWSOEVER OTHERWISE said premises butted bounded, numbered, known and distinguished)

THE SECOND SCHEDULE ABOVE REFERRED TO

(FLAT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the **Flat/Unit No. ____ on ____ Floor in Block No. ____** having a carpet area of _____ **sq.ft** (more or less) and **chargeable area being _____ sq.ft** (more or less) of the said New Building/s now in course of construction at the said Premises (more fully and particularly described in FIRST SCHEDULE hereunder written) TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities & amenities AND TOGETHER WITH the undivided proportionate impartible share in the land comprised in the said Premises allocable and/or attributable thereto (hereinafter referred to as the said Flat/Unit) and the Properties Appurtenant Thereto.

PART -II

ALL THAT the open car parking space for parking one car at such place in the open compound of the said premises.

ALL THAT covered car parking space for parking one car at such place in the Ground Floor/1st floor of the said premises.

**THE THIRD 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/1st 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.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(Consideration Amount)**

Part - I

The Purchaser hereby agrees to pay the total consideration amount of Rs. _____/- (Rupees _____ only) out of which the Purchaser has already paid a sum of Rs. _____/- (Rupees _____ only) at or before execution of this Agreement (which amount the Seller doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Seller in the manner hereinafter appearing:

1.	Application Fee	Rs. 300,000/-
2.	Agreement Money/Booking Amount (which includes the application fee) (to be paid within 30 days from the date of the application fee)	10% of the total consideration plus taxes as per applicable under law.
3.	On Completion of Piling and Foundation	10% of the total consideration plus taxes as applicable under law
4.	On Casting of the 2nd Floor of the Block booked	10% of the total consideration plus taxes as applicable under law
5.	On Casting of the 4th Floor of the Block booked	10% of the total consideration plus taxes as applicable under law
6.	On Casting of the 6th Floor of the Block booked	10% of the total consideration plus taxes as applicable under law
7.	On Casting of the 8th Floor of the Block booked	10% of the total consideration plus taxes as applicable under law
8.	On Casting of the 10th Floor of the Block booked	10% of the total consideration plus taxes as applicable under law
9.	On Casting of the 12th Floor of the Block booked	10% of the total consideration plus taxes as applicable under law
10.	On Brickwork of the flat booked	5% of the total consideration plus taxes as applicable under law.
11.	On Flooring of the Flat Booked	5% of the total consideration plus taxes as applicable under law.

12.	On Possession	10% of the total consideration plus taxes applicable under law.
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Part – II

The Purchaser hereby also agrees to pay to the Seller for extra/additional works and /or facilities to be done and/or provided as per requirement of the Purchaser.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Deposits/Other Payments)
REFUNDABLE AND NON REFUNDABLE DEPOSITS/CHARGES**

1. Cost of transformers, generator etc. Rs. _____ /- (Rs. _____) to be paid as per payment schedule mentioned in the Fourth Schedule.
2. All expenses for any addition/alteration work in deviation to Architect's drawings.
3. In the event of the Seller providing any additional materials facilities or gadget to the benefit of the resident of the building then the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common areas. On whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Seller in consultation with the Purchaser.
4. Maintenance Charges @ Rs. 20/- per sq.ft. for one year.
5. Sinking Fund @ Rs. 20/- per sq.ft.
6. CESC deposit as per actuals in case of LT Line payable on demand.
7. In case CESC provides HT connection, then the Buyer will have to deposit proportionate amount with the Seller herein on demand.
8. Corporation tax deposit @ 18/- per sq.ft. for one year.
9. Documentation/Legal fees Rs. 5,000/- (Rupees five thousand only) at the time of execution of this agreement and Rs. 5,000/- (Rupees five thousand only) at the time of execution of conveyance.
10. Proportionate charge for stamp fees registration charges and incidental for registration of the transfer documents shall be such as may be advised by M/s. R. L. Gaggar & Company, Advocate and/or to be determined by the Seller before making over the possession of the said flat/unit.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)**

Construction features of the Building Fixtures/Fittings and facilities to be provided in the said Flat/Unit.

1. The Building to be of R.C.C., frame construction with brick filler wall, rendered externally and internally with cement plaster with inside portion walls punned with Plaster of Paris. The exterior walls will be finished with good quality water proof cement paint.
2. Flooring, etc :-

- i. Vitrified Tiles in Drawing/Dining and Bed Room.
 - ii. Anti-skid Ceramic Tiles in Bathroom
 - iii. Ceramic/Vitrified Tiles in Kitchen
 - iv. Ceramic Tiles dado upto a height of 7 Feet in Bathroom.
 - v. Ceramic Tiles dado upto a height of 2 Feet above counter in kitchen and Granite counter with stainless sink.
- 3. Doors and Hardware :-**
- a. Polished/Laminate Flush Door in Main Door.
 - b. Laminate Flush door in Bed Room, Bathroom and Kitchen.
 - c. Hardware fittings of good quality.
- 4. Windows :-**
Colour Aluminum Window with clear glass and fittings.
- 5. Sanitary & Plumbing :-**
The entire sanitary and plumbing work will be concealed after careful testing to ensure trouble-free performance. All fittings and fixtures will be of standard ISI mark.
- 6. Electricity and Power :-**
Concealed copper wiring with modular switches, provision for AC, TV and Telephone points in all Bedrooms, Living Room and Dining Room and Geyser points in all toilets.

**THE SEVENTH 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 (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 shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization 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 and with the terms of this Schedule.

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
VENDOR/DEVELOPER at Kolkata in the
presence of :

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of :

SIGNED AND DELIVERED by the
CONFIRMING PARTY/LAND OWNER at Kolkata
in the presence of :

%%%%%%%%%%%%
DATED THIS DAY OF 201__
%%%%%%%%%%%%

BETWEEN

BUILDCON DEVELOPERS

----- SELLER

AND

----- PURCHASER

AND

VENUS COMPLEX PVT. LTD.

----- CONFIRMING PARTY/LAND OWNER

SALE AGREEMENT

FLAT NO. __ ON THE __ FLOOR IN BLOCK NO. __

**R.L. GAGGAR
SOLICITOR & ADVOCATE
6, OLD POST OFFICE STREET
KOLKATA - 700001**