

DATED THIS 26 DAY OF FEB 2018

BETWEEN

(1) WEST BENGAL HOUSING BOARD

**(2) BENGAL PEERLESS HOUSING DEVELOPMENT
COMPANY LIMITED**

AND

(3) Mr. ASIS CHOUDHURY

AGREEMENT FOR SALE

Fox & Mandal
Advocates
6, Church Lane,
Kolkata 700001.

THIS AGREEMENT made at Kolkata on this 26 day of FEB, 2018,

BETWEEN

WEST BENGAL HOUSING BOARD, a Statutory Body Corporate, constituted under the West Bengal Housing Board Act (XXXII of 1972) having its PAN: AAAJW0019K and office at 105, Surendranath Banerjee Road, P.S New Market, P.O New Market, Kolkata- 700014, hereinafter referred to as **“the Board”**, represented by its constituted attorney Bengal Peerless Housing Development Company Limited through its authorized representative **Shri Soumyadev Sarkar**, son of Shri Sukharanjan Sarkar, having PAN No. BLFPS8553R, by faith Hindu, by occupation-Service, working for gain at Bengal Peerless Housing Development Company Limited, at 6/1A, Moira Street, Mangal Deep, Ground Floor, Police Station - Shakespeare Sarani, P.O Circus Avenue, Kolkata-700017 vide Board Resolution No 15 dated 7th March, 2016 (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors-in-interest and assigns) of the **FIRST PART**

AND

BENGAL PEERLESS HOUSING DEVELOPMENT COMPANY LIMITED, a Joint Sector Company having its CIN:U70101WB1994PLC063280 and PAN: AABCB3038P and registered office at 6/1A, Moira Street, P.S Shakespeare Sarani, P.O Circus Avenue, Kolkata-700017, hereinafter referred to as **“BPHDCL”** represented through its authorized representative **Shri Dinesh Chandra Halder**, son of Late Panchanan Halder, having PAN: ABMPH6783J, by faith Hindu, by occupation - Service, working for gain at Bengal Peerless Housing Development Company Limited, 6/1A, Moira Street, P.S Shakespeare Sarani, P.O Circus Avenue, Kolkata-700017 vide Board Resolution No 14 dated 17th

November, 2016, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors-in-interest and assign) of the **SECOND PART**

AND --

If the Purchaser is a company

[*], a company within the meaning of the Indian Companies Act, 2013, or any other Acts, previously in force, having its registered office at [*], represented by its authorised signatory, _____, having PAN NO: _____ herein after called as the “**PURCHASER**” (which expression shall unless excluded or repugnant to the subject or context be deemed to include its successors and assigns) of the **THIRD PART**.

If the Purchaser is an Individual

Sri/Smt....., of Mrs..... residing at....., having PAN NO:hereinafter referred to as the “**PURCHASER**” (which expression shall mean and include his/her heirs, legal representatives, executors, administrators, successors and assigns) of the **THIRD PART**.

If the Purchaser is a Partnership

[*], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [*], comprising the following partners [* - please list all partners], represented by its authorized partner, _____, having PAN NO: _____ hereinafter referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include the heirs, executors, representatives, administrators and permitted assigns of the respective partners) of the **THIRD PART**.

If the Purchaser is a HUF

Sri _____, son of _____ aged about _____ for self and as the Karta of the Hindu Joint Family known as _____ HUF, having its office at _____ having PAN NO: _____ hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs executors administrators representatives and assigns as well as the members of the said HUF, their heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

WHEREAS

A. The Board is the owner of land admeasuring 12.67 acres situated at Mouza Barakhola, P.S – Purba Jadavpur, J.L. No. 21, District South 24 Parganas, (hereinafter referred to as the "**Total Land**" and more fully described in **PART-A** of the **FIRST SCHEDULE** hereunder).

B. By an Agreement dated 8th July, 2009 registered in the Office of D.S.R-III South 24-Parganas, in Book-I, CD Volume no. 17, Pages 1851 to 1867, for the year 2009 made between the Board (therein also referred to as the Board) and BPHDCL (therein referred to as the Company), for the consideration mentioned therein, the Board appointed BPHDCL as the Developer for the purpose of construction of the Complex comprising of LIG, MIG and HIG dwelling units, the validity of which has been extended by the parties.

C. In terms of the said Agreement dated 8th July, 2009, by a Power of Attorney also dated 8th July, 2009, registered in Book-IV CD Volume no. 1, Pages 3690 to 3701 Being No. 00447 for the year 2009, the Board nominated, constituted and appointed BPHDCL as their true and lawful Attorney and Agent in their name and on their behalf to execute and perform all acts, deeds, matters and things as mentioned and described

therein.

D. The Board and BPHDCL have constructed 14 Towers in Phase-I of Avidipta.

E. After the completion of Phase -I of Avidipta, on part of the Total Land, BPHDCL is now developing Avidipta 'Phase-II' on the land admeasuring about 2.63 acres, being part of Premises no 401 Barakhola, P.S Purba Jadavpur, under Mouza- Barakhola, J.L. No. 21 (hereinafter referred to as the **"Schedule Land"** and more fully described in the **FIRST SCHEDULE** hereunder), consisting of residential Flats/ Apartments for three categories, i.e. Lower Income Group (LIG), Middle Income Group (MIG) and Towers 'Platinum' and 'Diamond' for Higher Income Group (HIG), in accordance with the Building plan No 2016120110 dated 11/01/2017 sanctioned by the Kolkata Municipal Corporation

F. The Purchaser is fully satisfied with the Board's right title and interest to the Schedule Land and BPHDCL's right under the Development Agreement dated 8th July, 2009.

G. The Purchaser has applied to BPHDCL for allotment in favour of Purchaser/s bedroom Apartment/Unit bearing no. AVDII-D-10-04 of Tower Diamond/Platinum admeasuring 1671 sq. ft. standard built up area, (equivalent to 1104.12 Sq. ft. carpet area +), terrace area sq. ft. together with the right to use open/covered car parking space bearing no. AVDII-D-G-CCP12 in Basement / Ground Floor/ 1st Floor/ 2nd Floor/ 3rd Floor/ 4th Floor and the common areas and facilities in Avidipta Phase-II, to which BPHDCL has agreed to provisionally allot and sell to the Purchaser/s at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter mentioned.

Now this Agreement witnesseth and it is hereby agreed and declared by and between the Parties as follows:-

1. Definitions & Interpretation

1.1 In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“**Advocates**” shall mean M/s. Fox & Mandal, Solicitors and Advocates, having its office at 6, Church Lane, Kolkata - 700001;

“**Agreement**” means this Agreement to Sell including the Schedules and Annexures hereto, and any amendments and modifications made in accordance with the provisions of this Agreement;

“**Architect**” means Subir Kumar Basu, bearing Registration No. CA/78/4375 as Principal architect having its office at 4, Broad Street, Kolkata 700019 or such architect or firm of architects whom the Developer may, from time to time appoint for designing and planning of Avidipta - Phase - II.

“**Association**” means the associations of the Flat/Apartment owners in Avidipta- Phase II, competent to contract in its own name and incorporated under the West Bengal Apartment Ownership Act 1972, in accordance with the relevant bye- laws, or any other organization/association allowed under the law.

“**Building Plan(s)**” means Building Permit No. 2016120110 for Avidipta - Phase-II dated 11.01.2017 and duly sanctioned by the Kolkata Municipal Corporation and shall include any amendments thereto or modifications thereof made or caused by BPHDCL as per law;

“**Car Parking Space**” means the Open or Covered car parking space (allotted alongwith the Said Apartment) as described in

Second Schedule hereunder written;

“Carpet Area” means the net usable floor area of a flat/apartment, excluding the area covered by the external walls, areas underservices shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat/apartment.

Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a flat/apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a flat / apartment, meant for the exclusive use of the allottee(s);

“Consideration” shall have the meaning as set forth in Clause 2.1 herein;

“Developer” shall mean Bengal Peerless Housing Development Company Limited, as mentioned in the nomenclature of this Agreement;

“Deemed Possession Date” means 30 days from the date of Notice of Possession.

“Occupant/s” shall mean any person/s residing in the said Apartment with the consent of the Purchaser.

“Owners” shall mean West Bengal Housing Board as set forth in the nomenclature of this Agreement;

“Parties” shall collectively mean the Board, BPHDCL and the Purchaser and **“Party”** means individually each of the Parties;

“Possession Notice” and **“Possession Date”** shall have the meaning as set forth in Clause 8.1 herein;

“Purchaser” shall have the meaning attributed thereto in the array of parties’ hereinabove as set forth in the nomenclature of this Agreement;

“Said Apartment” means the residential apartment as described in the Second Schedule hereunder written;

“Said Apartment and Appurtenances” shall collectively mean the Said Apartment and Car Parking Space as described in Part - I and Part - II respectively of the Second Schedule hereunder written;

“Said Project” shall mean Avidipta - Phase - II being constructed on 2.63 acres of land, being part and parcel of single holding Premises no 401 Barakhola, totally admeasuring about 12.67 acres, fully described in the First Schedule hereunder written;

Standard Built Up Area (“SBUA”) shall mean and be calculated in the following manner :- Carpet area + area of external walls+ area of balcony + Proportionate share of common facilities. When there are several apartments on a floor, common facilities like lifts, stairs, lobby and so on are required for circulation, access and enjoyment. The same will be determined by the Architect whose decision shall be final and binding on all parties. The Built Up Area of these common facilities is calculated separately and is added to the built up area of each apartment in proportion to its size. Common facilities will also include areas for electrical rooms, pump rooms, gate houses or guard rooms, lobbies, common toilets, common amenities, common access spaces etc. which are provided for the common benefit.

1.2. In this Agreement, unless the context otherwise requires:

(a) the headings are not to be considered part of this Agreement and they are solely inserted for convenience and reference purposes only and shall not affect the construction/

interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa, and word importing a gender include each of the masculine, feminine and neutral gender;

(c) reference to any Act 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 at any time issued under it.

2. Sale & Purchase of the Said Apartment and Appurtenances

2.1. In pursuance of the foregoing and in consideration of the benefits and mutual obligations respectively accruing to and undertaken by the Parties, the Board and BPHDCL hereby agree to sell and transfer and the Purchaser hereby agrees to purchase a Residential Apartment being No. AVDII-D-10-04 on the 10 floor of the Tower D in Avidipta - Phase - II measuring 1671 square feet of SBUA (equivalent to carpet area of 1104.12 square feet +) terrace area sq. ft. be the same little more or less and delineated in 'Red Colour' border of Plan annexed hereto and marked as **Annexure "A" Together** with the right to use _____ open/covered car parking space at _____, bearing No _____ at Avidipta - Phase - II as described in the **Second Schedule** hereunder written and marked as **Annexure "B" (Car Parking Space) together** with the right to use the Common Areas and Recreational Facilities as described in the **Third Schedule** hereunder written (collectively defined herein as "**Said Apartment and Appurtenances**") at a total consideration of Rs.13984190 (Rupees. One Crore Thirty-Nine Lakh Eighty-Four Thousand One Hundred Ninetyonly) (excluding Deposits and Other Charges and applicable taxes).

2.2 The Purchaser agrees along with other purchasers / occupiers of

Avidipta - Phase - II to observe and perform the terms and conditions regarding use, enjoyment of Recreational Facilities of the Said Project as provided herein.

3. Consideration and Deposits and Other Charges and applicable taxes.

- 3.1. On or before the execution of these presents, the Purchaser/s has/have paid to BPHDCL a sum of Rs. 1318419 /- (Rupees Thirteen Lakh Eighteen Thousand Four Hundred Nineteen only) excluding taxes, as Application fees, being part payment of the consideration payable hereunder the receipt of which is hereby acknowledged by BPHDCL and the Purchaser/s hereby agree/s and undertake/s to pay BPHDCL the balance amount of the agreed purchase price, being Rs. 1569237/ (Rupees Fifteen Lakh Sixty-Nine Thousand Two Hundred Thirty-Seven only) excluding taxes as provided in the Payment Schedule mentioned in the **Part - I of the Fourth Schedule** mentioned herein below.
- 3.2. In addition to the Consideration, the Purchaser shall also be responsible and agrees to pay to BPHDCL **deposits and other charges** as mentioned in **Part - II of the Fourth Schedule hereunder written** (hereinafter referred to as “**Deposits and Other Charges**”). BPHDCL shall send a demand notice to the Purchaser from time-to-time informing him/them regarding the payment of the instalments of the Consideration and the Deposits and Other charges upon completion of various stages of construction as mentioned in Part - I & II of the Fourth Schedule hereunder written. The Purchaser upon receipt of the said demand notice shall make payment of the instalment within the time period specified therein without any default and the Purchaser further agrees that the payment of the instalments of Consideration and Other Deposits and Charges within the time

period as stipulated herein is the essence of the contract. BPHDCL by separate receipts has acknowledged the payment already made by the Purchaser to BPHDCL as part of the Consideration and Deposits and Other Charges.

3.3. It is clarified that the advance maintenance charges for the initial period upto 24 (twenty four) months, calculated @ Rs. 3.5 per Sq.ft. of SBUA per month, of the Said Apartment will not carry any interest and shall be paid by the Purchaser to BPHDCL on or before the Possession Date. Any delayed payment of the said advance maintenance charges/ monthly maintenance charges/ will attract interest payable at the rate of 8 % (eight percent) per annum, payable by the Purchaser from the due date till the date of payment.

3.4 In case laws, rules, regulations enacted/enforced in future by any Government or any Statutory Authority, which is made applicable to the Allotment then in such event the Terms & Conditions of this Allotment shall be modified and interpreted automatically in conformity with such law, rules, regulations without any reference or recourse or notice whatsoever to the Purchaser.

3.5 The Purchaser shall, from the Possession Date or Deemed Possession date whichever is earlier, bear the actual proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the maintenance of the Common Areas and Recreational Facilities of the Said Project till the date of handing over of possession to the Residents' Association. The following expenses shall be adjusted by BPHDCL

with Advance Common Area and Facility Maintenance Charges.

- 3.6 The Purchaser shall also pay a one-time Interest Free Refundable Common Area and Facility Maintenance Security Deposit (@ Rs. 84 per Sq. ft. on SBUA) on or before taking possession of the said Apartment, as detailed in the Part-II of the Fourth Schedule herein.
- 3.7. The Purchaser shall pay all additional deposits/ other charges or levies demanded or required to be paid to concerned authorities (including but not limited to any development authority, Fire Department, Governmental/ statutory authority and the sales tax on works contract, GST or other taxes/ levies payable to central/ state government or others from time to time, betterment or other levies in this regard on demand.
- 3.8. All taxes (including GST or any other tax present or future), duties, levies, surcharges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 14 (fourteen) days of demand being made by BPHDCL.

4. TDS on Consideration

- 4.1. The Purchaser shall deduct TDS in accordance with the provisions of section 194-IA of the Income Tax Act, 1961, read with other relevant provisions and or rules of the said Act, if any, as amended time to time and submit Form 16 B certificate duly signed by the Purchaser to BPHDCL. The TDS shall be acknowledged / credited by BPHDCL, only upon the purchaser/s submitting the original TDS Certificate in Form No.16B within 30

days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of BPHDCL in the prescribed Form No. 26AS.

- 4.2. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the TDS or fails to pay the same after deduction, the Purchaser alone shall be deemed to be an assessee in default in respect of such tax and BPHDCL shall not be liable for any statutory obligations / liability for non-payment of such TDS. It is further agreed by the Purchaser that if on or before the Possession Date of the Said Apartment and Appurtenances, the Purchaser fails and / or neglects to furnish the said TDS Certificate/s in the prescribed Form No. 16B duly signed by the Purchaser to the Developer, then the Purchaser shall pay an amount equivalent to such TDS not deposited by the Purchaser, as an interest free deposit to BPHDCL, which deposit shall be refunded by BPHDCL on the Purchaser producing the said TDS Certificate within 4 months from the Possession Date. Provided further that in case the Purchaser fails to produce the said TDS Certificate within the stipulated period of 4 months from such Possession Date then BPHDCL shall be entitled to appropriate the said deposit against the amount receivable from the Purchaser, which amount was deducted by the Purchaser from the payments to BPHDCL on account of TDS but not paid to the credit of the Central Government.

5. Club

- 5.1 All purchasers of HIG Category in Avidipta Phase II shall be a member of the Club, which shall comprise of a swimming pool, and other amenities and facilities for their use. The Purchaser/s

hereby agrees to pay a one-time, non-refundable, non-adjustable and non-transferable Compulsory Club Entrance /Membership Fee/Admission fees for membership to the Club @Rs 175,000/- plus applicable taxes per Apartment/Flat, payable by the Purchaser/s on or before execution and registration of the Deed of Conveyance. The rates of tax may change in future and shall be payable accordingly. Any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the Purchaser/s, to which the Purchaser/s fully agree. A Commercial space of about 1200 Sq. ft. On ground floor, annexed to Club House will be retained by BPHDCL and would not be a part of Club House and Common Area. BPHDCL reserves its right to construct a commercial space within Building foot print area in addition to the above area prescribed without altering the proportionate share of the Common Area to the existing allottee for public at a large.

- 5.2 The Purchaser/s shall pay the tentative Club subscription fee @ Rs. 500 (per member per month) to be decided by BPHDCL as and when the Club is operational. Compulsory Club Maintenance Charges, i.e., the running expenses such as Electricity Charges, housekeeping along with other maintenance cost of the Club shall be borne by the members against demands raised by BPHDCL and/or its appointees.
- 5.3 BPHDCL through its own nominated Facility Management Agency will maintain and manage the Club. Detailed rules and regulations/bye laws pertaining to the Club facilities/membership shall be formulated in due course by BPHDCL and circulated amongst the members. All members shall abide by all terms and conditions thereof. The amenities to be provided in the Club are described in **Fifth Schedule**.

5.4 The Club shall be for the exclusive usage of residents of Tower Diamond and Tower Platinum only, i.e. HIG purchasers only.

6. Mode of Payment

6.1. All payments under this Agreement (including payment of the Consideration and Deposits and Other Charges as mentioned herein) shall be made by cheque, demand draft or online payment payable at Kolkata drawn in favour of “**Bengal Peerless Housing Development Company Limited**”. In case of cheque or demand draft payable outside Kolkata, bank collection charges will be debited to the Purchaser’s account and credit for the payment made will be given on actual credit of the amount from the bank. The collection charges will also become payable by the Purchaser. In this regard the date of credit of the amount into the account of the BPHDCL will be considered as the date of payment by the Purchaser and interest will become payable from the due date.

6.2. In the event of dishonour of an instrument on any ground whatsoever, the Purchaser/s is/are liable to pay to BPHDCL a minimum sum of Rs. 1,000 or as per the prevailing norms of respective bank, whichever is higher of the dishonoured cheque amount, whichever is higher for every such dishonour along with applicable taxes and The said due amount has to be paid immediately within 7 days from the date of receipt of demand from BPHDCL, failing which the Purchaser agrees to pay interest at the rate of 8% (eight percent) per annum from the date of default till the date of payment. This provision is without prejudice to the right of the Developer to terminate this Agreement in terms of Clauses 15.1 and 15.2 herein.

7. Construction & Specifications

- 7.1. BPHDCL shall construct the said Project in accordance with the sanctioned Building Plan and as per the Specifications mentioned in the **'Sixth Schedule'** hereunder written.
- 7.2. The said Specifications of the construction of the Said Apartment including the fixtures and fittings therein and the amenities to be provided by BPHDCL are described in **'Sixth Schedule'** hereunder written. If any alterations or additions in the specifications, fittings, fixtures, and/ or amenities are required by the Purchaser in the Said Apartment, then the Purchaser shall inform the same in writing to BPHDCL well in advance before the said specifications, fittings, fixtures, and/ or amenities are installed in the Said Apartment. BPHDCL, at its sole discretion, may provide the same, subject to the Purchaser accepting the cost/ price of such alterations or additions and undertaking to pay or deposit the cost/ price of such alterations or additions prior to commencement of such alterations or additions. For any such alterations or additions, the cost/ price determined by BPHDCL shall be final and shall be paid in advance to BPHDCL by the Purchaser.
- 7.3. If any alterations or additions in the sanctioned Building Plan, specifications, fittings, fixtures, and/ or amenities are required by the statutory authorities or the local bodies or if deemed necessary by BPHDCL, then the Developer may do so and the Purchaser hereby gives his consent for the same.

8. Completion and Possession

- 8.1 BPHDCL based on its present plans, contemplates to complete the construction of the Said Project (which includes the Said Apartment and Car Parking Space) and offer possession of the

Said Apartment and Car Parking Space to the Purchaser on or before 18.01.2023 subject to a further grace period of 6 (six) months unless there shall be delay or failure due to force majeure conditions and reasons mentioned in Clause 8.3 below. The possession of the Said Apartment and Car Parking Space will be offered to the Purchaser within the aforesaid date only after obtaining the Completion Certificate or Partial Completion Certificate in respect of Said Project from the Kolkata Municipal Corporation or any other competent authority. BPHDCL shall after obtaining the said Completion Certificate or Partial Completion Certificate offer possession of the Said Apartment and Car Parking Space in writing to the Purchaser according to the terms of this agreement (hereinafter referred to as “**Possession Notice**”) and the “**Possession Date**” shall mean the date on which the Purchaser actually takes possession of the Said Apartment and Car Parking Space or 30 (thirty) days from the date of service of the Possession Notice, whichever is earlier (“Deemed Possession Date”). It is further clarified that the Purchaser shall be deemed to have taken possession of the Said Apartment and Car Parking Space from the Possession Date. The Purchaser within a period of 30 (thirty) days of service of Possession Notice shall:-

(a) Inspection of the Said Apartment and Car Parking Space to be done in presence of BPHDCL’s representative and if no inspection is taken by the Purchaser within the said period of 30 (thirty) days, it shall be deemed that such right is waived;

(b) Pay the entire balance Consideration, the Other Deposits and Other Charges, , other charges relating to execution and registration of the Deed of Conveyance / Sale Deed and other dues/ amounts payable by the Purchaser to BPHDCL for sale of the Said Apartment and Appurtenances;

- (c) Fulfil all other covenants under this Agreement; and
- (d) Execute and register the Deed of Conveyance (as mentioned in Clause 10 herein) and thereafter take possession of the Said Apartment and Car Parking Space. Provided that the registration of the Deed of Conveyance will be done within 90 (ninety) working days from the date of payment of all amounts as mentioned in Clause 8.1 (b) above.

8.2. BPHDCL shall make its best endeavour to handover the possession of the Said Apartment and Car Parking Space by 18.01.2023 subject to the reason set out in Clause 8.4 below. In the event the Developer is unable to handover the possession of the Said Apartment and Car Parking Space within the period as mentioned in this clause for any reason whatsoever then the Purchaser agrees that the Developer shall be entitled to a six months' grace period, i.e. up to 18.07.2023 subject to the reason set out in Clause 8.4 below, for completing the construction and/or handing over the possession of the Said Apartment and Car Parking Space without payment of any compensation to the Purchaser.

8.3 In the event BPHDCL fails to deliver possession of the Said Apartment and Car Parking Space to the Purchaser within the stipulated time (including grace period as stated herein below) except in cases where physical delivery has been withheld by BPHDCL due to default or breach by the Purchaser/s as stated herein, then it shall pay compensation to the Purchaser @ 8% on the deposited amount. However, no interest would be payable on the instalment amount which was not paid in time by the Purchaser/s.

8.4. Notwithstanding what is stated in clauses 8.1 and 8.2 above,

BPHDCL without payment of any compensation to the Purchaser shall be further entitled to an extension of time beyond 18.07.2023 to offer the possession of the Said Apartment and Car Parking Space to the Purchaser because of any of the following reasons:

- (a) The Purchaser having committed any default or breach of this Agreement including amount payable hereunder.
- (b) Any extra work/ additions/ alterations required to be carried out in the Said Apartment as per the requirement and at the cost of the Purchaser.
- (c) Non availability of steel, cement or any other building materials, water or electric supply, etc.
- (d) Any strikes including transport/ labour strikes and other reasons which are beyond the control of BPHDCL.
- (e) War, civil commotion or any other act of God/ force majeure event.
- (f) Any notice, court order (injunction) order, rules, restriction, controls or notification of the Government and/ or any competent authority.
- (g) Delay in issuance of Completion Certificate by the Kolkata Municipal Corporation or any other competent authority.
- (h) Any other unforeseen event not covered sub-clause (a) to (g) above.

8.5. The obligations and covenants of the Purchaser in respect of the use, maintenance and enjoyment of the Said Apartment and Appurtenances including payment of Maintenance Charges, electricity charges, property taxes (as imposed by the concerned municipality or municipal corporation) and other taxes and outgoings as shall be applicable from time-to-time are binding on the Purchaser. It is expressly made clear that the liability of the Purchaser to make payment of all costs, expenses

and outgoings in respect of the Said Apartment and Appurtenances including the Maintenance Charges, electricity charges, property taxes and other taxes and outgoings shall commence from the Possession Date notwithstanding anything to the contrary contained elsewhere in this Agreement. Such liability shall continue till the same is paid by the Purchaser or this Agreement is cancelled / terminated by BPHDCL.

- 8.6. The Purchaser shall, after possession is made over to him/them, use and enjoy the Said Apartment solely for residential purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers / Purchasers of other flat owners/ occupiers of the Said Project.
- 8.7. The Purchaser shall not add or omit or effect any changes in the internal layout or the structure of the Said Apartment and Appurtenances, or shall not provide any such item on the periphery of Said Apartment and Appurtenances, so as to obstruct/alter the elevation of Said Apartment and Appurtenances/Building or alter any existing structure, design, layout of the Complex or Tower or construct any sort of structure on the terrace or earth filling on the terrace for making roof garden, at any point of time after execution of these present.
- 8.8. The Purchaser shall not have any right over the Unused FAR or FSI of the Total Land/Schedule Land in the Premises No 401 Barakhola or Extra FAR/FSI which may arise out of change in Laws Rules Regulations of the Competent Authority, and the same shall remain with BPHDCL and the Purchaser(s) shall not have any right of further construction.

8.9. **The Purchaser** shall have no right to raise any objection about further construction in any part of the Total Land/Schedule Land, utilizing unused FAR and/or both present and future FAR/FSI arising out of change in laws, provided BPHDCL obtains a valid sanction plan for such construction.

8.10. If within a period of 12 (twelve) months from the Possession Date, the Purchaser brings to the notice of BPHDCL any structural defect/s in the Said Apartment and Car Parking Space, and if such defect is in the opinion of the Architect appointed by BPHDCL is solely attributable to BPHDCL's default then wherever possible, such defect/s shall be rectified by BPHDCL at its own cost and in case it is not possible to rectify such defect/s, then the Purchaser shall be entitled to receive from the BPHDCL reasonable compensation for such defect/s. The Purchaser agrees and confirms that the decision of BPHDCL's Architect shall be final and binding upon him and such decision shall not be disputed by the Purchaser on any grounds whatsoever. The Purchaser shall not carry out any alterations of whatsoever nature in the Said Apartment or in the fittings and fixtures therein, in particular, pipes, water supply connections, toilets and pantry, which may result in any structural defects. If any of such works are carried out without the written consent of BPHDCL, the defects liability automatically shall become void. The word "defect" means only the structural defect/s caused on account of wilful act/ negligence on the part of BPHDCL.

9. Transfer to the Nominee

9.1 The Purchaser shall not be entitled to transfer/ nominate / assign his / her / its rights and interest under this Agreement in favour of any third party except with the prior written consent of the Developer and subject to payment of the transfer

charges/nomination fees to BPHDCL as mentioned hereinafter. BPHDCL may, at its sole discretion, give its consent and allow the Purchaser to transfer/nominate/ assign his rights and interest under this Agreement in respect of the Said Apartment and Appurtenances upon compliance of all the following conditions:

- (i) There has been no default whatsoever by or on behalf of the Purchaser in compliance with and/or performance of any of his covenants, undertakings and obligations under this Agreement or otherwise.
- (ii) The Purchaser has made payment of the instalments of the Consideration, Other Deposits and Charges which are payable till the date of assignment/nomination and the Transfer Charges /Nomination Fees as mentioned hereinafter.
- (iii) The Purchaser in case of assignment and/or nomination making payment to BPHDCL, Transfer Charges / Nomination Fees being a fixed sum of Rs 100/- (Rupees One Hundred only) per square feet of the Standard Built up Area of the Said Apartment plus applicable GST.
- (iv) Prior consent in writing is obtained from BPHDCL for the proposed transfer/nomination/ assignment or alienation of the Said Apartment and Appurtenances or any part thereof.
- (v) The Purchaser has signed all the necessary papers and documents (in the format provided by

BPHDCL) to effect such transfer in Developer's record.

- (vi) Nomination/Transfer will be allowed only after a lock-in period of 1 year commenced from the date of execution of this agreement.
- (vii) All costs such as stamp duty, registration fees and other applicable taxes/duties shall be payable by the Purchaser/Transferee.

9.2 The Purchaser shall pay an administrative cost for transfer/nominate / assign his / her / its rights and interest under this Agreement in favour of any other member of the family in the following cases:

- (i) Between the date of receipt of the Provisional Allotment Letter and before execution of Agreement for Sale of the Said Apartment and right to use of Car Parking Space, if any, if the first Purchaser intends to change the name of the second Purchaser or vice versa within the Members of the family or intends to delete or include the name of either of the Purchasers or intends to include/ change the name of the Nominee, in that event BPHDCL will affect the change with explicit consent of the other, provided the Purchaser/s pays the administrative cost of Rs. 15,000/- (fifteen thousand only) plus applicable GST for each and every such change. These changes may be allowed at the discretion of BPHDCL against valid documentary evidence to be submitted by the Purchaser/s in support of

his/her/their application to incorporate any of the above changes.

- (ii) Upon and after Registration of this Agreement for Sale, the charges for the same activity as mentioned above will be at administrative cost of Rs. 35,000/- (Thirty five thousand) plus applicable GST for each and every such change.

For the purpose of this clause, "Family" means husband, wife, minor son and unmarried daughter wholly dependent on a person.

However, in case of death of the Purchaser, no transfer fees/administrative cost shall be payable for transmission to the spouse or child/children of the deceased Purchaser, after providing necessary documentary evidence.

10. Deed of Conveyance

10.1 The Board and BPHDCL through their authorized representative / signatory will execute the Deed of Conveyance and / or other documents for sale and transfer of the Said Apartment and Appurtenances upon fulfilment of the obligations of the Purchaser as mentioned above and the Purchaser is not in default in respect of any of his obligations as mentioned in this Agreement.

10.2 The Board and BPHDCL shall execute a Deed of Conveyance in respect of the Common Areas and Recreational Facilities in favour of the Association within 3 months of the date of issue of Completion Certificate by the Competent Authority or within 3 months of incorporation of

the Association, whichever is later.

- 10.3 It is further expressly agreed that with effect from the Deemed Possession Date, it shall be deemed that BPHDCL has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from BPHDCL on any account whatsoever.
- 10.4 BPHDCL has appointed the Advocates for preparing and finalizing this Agreement, the said Deed of Conveyance and other necessary documents relating to the sale and transfer of the apartments in Avidipta- Phase-II. The Purchaser agrees to execute the said Deed of Conveyance and other necessary documents prepared by the Advocates without asking for any modification thereto.
- 10.5 In case of death of the Purchaser prior to the execution and registration of the said Deed of Conveyance in his / her favour, the legal representatives of the Purchaser shall be entitled to obtain in their favour the said Deed of Conveyance in respect of the Said Apartment and Appurtenances subject to production of necessary documents of representation to title as may be required by BPHDCL in this regard, including probate, letters of administration and succession certificate.

11. Maintenance

- 11.1. The new buildings of Avidipta- Phase-II and the adjoining Common Areas and Recreational Facilities within the Said Project shall initially be managed and maintained by

BPHDCL or any Maintenance Agency appointed by them at its sole discretion (hereinafter referred to as the “**Maintenance Agency**”). However BPHDCL shall maintain the Common Areas and facilities upto 2 years from the date of obtaining Completion Certificate or Partial Completion Certificate. The Purchaser hereby agrees to pay the advance maintenance charges and the monthly maintenance charges including any increment thereon to BPHDCL / Maintenance Agency, at the direction of BPHDCL

- 11.2. After registration of the Deeds of Conveyance of all the apartments in the Said Project or at any time thereafter, BPHDCL may in its discretion deem fit and proper take steps for formation of the association of the apartment owners of Avidipta - Phase-II (hereinafter referred to as the “**Association**”). It is hereby made clear that there will be only one association to be formed by BPHDCL for said Project and in no event BPHDCL will be liable to admit or accept and / or acknowledge any other association nor any of the Purchasers / occupiers of any apartment in Avidipta-Phase-II (including the Purchaser herein) shall be entitled to become a member of any other association or subscribe to the membership of any other association. The maintenance of Avidipta Phase-II shall only be made over to the Association formed by the BPHDCL and thereafter the Association shall be responsible for the maintenance of the said Project.
- 11.3. The Association shall be formed in accordance with the provisions laid down under the West Bengal Apartment Ownership Act, 1972 as amended time to time and the

Purchaser along with other owners / purchasers of apartments in Avidipta Phase-II shall become and remain a member of the Association and shall observe and perform the terms and conditions, bye laws and the rules and regulations prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc., in respect of the Said Project and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchaser will execute the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereto. The name of the Association shall be jointly decided by the Developer and the flat owners / purchasers of apartments in Avidipta-Phase-II, provided however it is clarified that the name of the Association shall not contain the word "Peerless" which is the brand name of the BPHDCL.

- 11.4. After formation of the Association, BPHDCL shall hand over the balance funds such as maintenance charges, if any, etc. already collected from the owners / purchasers of Avidipta to the Managing Committee of the Association and shall also provide audited accounts for the same from the BPHDCL auditor as up-to that date. BPHDCL, the Managing Committee of the Association and the Purchaser shall be bound by the auditor's statement of accounts. In case the advance maintenance charges payable by the Purchaser to the BPHDCL (as mentioned under Clause 3.4 herein) is fully utilized / exhausted prior to the formation of the Association and/or handing over the maintenance of the Common Areas and Recreational Facilities to the

Association then the Purchaser agrees to pay additional maintenance deposits upon written demand received from the Developer.

- 11.5. All papers and documents relating to the formation of the Association shall be prepared and finalised through the Advocates appointed by BPHDCL and the Purchaser hereby consents to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the owners / purchasers of apartments of Avidipta- Phase-II (including the Purchaser herein).
- 11.6. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

12. Covenants of the Board and/or BPHDCL

The Board and/or BPHDCL covenant with the Purchaser as follows:

- 12.1 The Board holds right, title and interest in respect of the Scheduled Land (as described in the Part-B of First Schedule hereunder written) and that their title thereto is good, marketable and subsisting;
- 12.2 The Board and **BPHDCL** are jointly entitled to transfer the Said Apartment and Appurtenances to the Purchaser and the Common Areas and Recreational Facilities to the Association;

12.3 **BPHDCL** shall pay all taxes, rates and cesses, in respect of the Schedule Land up to the Deemed Possession Date.

13. Purchaser's Covenants

The Purchaser covenants with the Board and **BPHDCL** as follows:

13.1 The Purchaser has, examined and has fully satisfied himself as to the following:

- (i) The right, title and interest of the Board in respect of the Schedule Land;
- (ii) The right and interest of the Board and **BPHDCL** in respect of the Said Apartment and Appurtenances ;
- (iii) The Building Plan for construction of the Said Project on the Schedule Land;

13.2 The Purchaser shall not be entitled to claim transfer / Deed of Conveyance of the Said Apartment and Appurtenances until the Purchaser fulfils and performs all his obligations and completes all payments under this Agreement.

13.3 Prior to the execution and registration of the Deed of Conveyance of the Said Apartment and Appurtenances as stipulated in this Agreement, the Purchaser shall not encumber the Said Apartment and Appurtenances in any manner except for raising the housing loan from any reputed financial institution or bank, etc. for payment of the Consideration and Other Deposits and Charges under this Agreement only after obtaining written consent /

acknowledgement of **BPHDCL**.

- 13.4 The Purchaser shall not have any charge/lien in respect of the Said Apartment and Appurtenances till physical possession is made over to him/them after payment of all amounts due and payable by him/them in terms of this Agreement and the Purchaser agrees that the Board and **BPHDCL** shall have first charge and/or lien over the Said Apartment and Appurtenances for all amounts due and payable by the Purchaser to **BPHDCL**. The first charge and/or lien of the Board and **BPHDCL** over the Said Apartment and Appurtenances shall stand extinguished only upon the Purchaser making payment of the entire sale Consideration and other Deposits and Charges payable under this Agreement and having performed all his/their obligations under this Agreement.
- 13.5 The Purchaser shall not seek partition or division in respect of the Said Apartment and Appurtenances. None of the purchasers / occupiers of the apartments of the Said Project shall make any obstruction or store or keep any article in Common Areas and Recreational Facilities.
- 13.6 The Purchaser shall not do or suffer to be done anything in or to the Said Apartment which may adversely affect the Said Apartment and/or the Said Project.
- 13.7 The Purchaser shall not enclose the terrace/ balconies/ utility areas under any circumstances.
- 13.8 If any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Said Apartment and

Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchaser.

13.9 If the Purchaser is not a resident of India, then it shall be his/her sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration / documents to **BPHDCL** in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.

13.10 The Stamp duty and Registration charges if any, incidental to this Agreement shall also be borne and paid by the Purchaser.

14. Mutual Covenant

In case there is upto 1% increase/decrease in the measurement of the carpet area of the Said Apartment, the Purchaser shall consent to such increase/decrease and shall not raise any objection with regard thereto. Provided however, in case of increase in the measurement of the carpet area of the Said Apartment beyond the said 1%, the Purchaser shall be liable to bear and pay the extra costs equivalent to such excess area of the Said Apartment exceeding the said 1% area to **BPHDCL** and similarly in case of decrease beyond 1% in the measurement of

the carpet area of the Said Apartment, **BPHDCL** shall refund the amount equivalent to such decreased area of the Said Apartment exceeding the said 1% area of the Said Apartment to the Purchaser. The payment or refund of extra costs as mentioned in the aforesaid proviso shall be calculated at the basis of proportion of SBUA and Carpet Area disclosed in this Said Apartment for sale.

15. Default / Termination

Termination in event of default of Purchaser:

- 15.1 The Purchaser shall promptly pay all amounts agreed to be paid by the Purchaser pursuant to this Agreement and shall observe and perform the terms, conditions, provisions and covenants contained in this Agreement and on the part of the Purchaser to be observed and performed. It is specifically agreed undertaken and covenanted by the Purchaser that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement, including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement ("**Event of Default**"):-
- (i) Failure or incapacity on the part of the Purchaser to make payments within the time as stipulated in this Agreement for any reasons whatsoever, including but not limited to, instalments of the Consideration and Other Deposits and Charges and other amounts, if any and the proportionate share of rates, taxes, cesses, assessments, betterment charges, development charges levied or imposed by concerned local or government body or authority and all other outgoings charges and deposits etc.;
 - (ii) Failure or incapacity on the part of the Purchaser to pay the appropriate stamp duty and to execute and register the Agreement / Deed of Conveyance as required by law, in

relation to the Said Apartment and Appurtenances as and when called upon by **BPHDCL**;

- (iii) Failure or incapacity on the part of the Purchaser to take possession of the Said Apartment within the time stipulated by **BPHDCL** in its Possession Notice;
- (iv) Failure or incapacity on the part of the Purchaser to perform and observe any or all of the Purchaser's obligations as set forth in this Agreement;
- (v) Dishonour of any cheque/s given by the Purchaser for any reason whatsoever.

15.2 Upon the happening or occurring of an Event of Default, as per Clause 15.1 above, **BPHDCL** shall without prejudice to all other rights that they may have against the Purchaser either under this Agreement, or in law or otherwise, be entitled (but shall not be obliged) to terminate this Agreement. Provided that the power of termination hereinbefore contained shall not be exercised by **BPHDCL** unless and until they have given to the Purchaser 15 (fifteen) days' prior notice (in writing) of its intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement, and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time (but not exceeding 15 (fifteen) days) from the receipt of such notice.

15.3 Upon termination of this Agreement by **BPHDCL** as aforesaid, **BPHDCL** shall have the option to forfeit a sum equivalent to 15% (fifteen percent) of the deposited amount). The Purchaser shall not claim any interest upon such amount/s so refunded upon such termination of this Agreement. The Purchaser agrees that upon termination of this Agreement as aforesaid, the Board, and **BPHDCL** shall be released and discharged of any and all

liabilities and obligations under this Agreement and shall be entitled to dispose of and sell the Said Apartment and Appurtenances to such person or persons at such price and on such terms and conditions as **BPHDCL** may deem and think fit in its absolute discretion and the Purchaser shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Purchaser shall cease to have any right title interest claim demand of any nature whatsoever against the Said Apartment and Appurtenances or any part thereof . The Purchaser also agrees that the payment and delivery of the said refund by Account Payee Cheque to the Purchaser at the address given by the Purchaser in this Agreement (whether the Purchaser encashes the cheque/s or not) shall be deemed to be a refund of the amounts so required to be refunded by **BPHDCL**.

Termination in the event of default of Developer:

- 15.4 If **BPHDCL** is unable to or fails to give possession of the Said Apartment and Appurtenances to the Purchaser on account of reasons beyond the control of or unforeseen by **BPHDCL** within the grace period of 6 (six) months as mentioned in Clauses 8.2 and 8.3 above or such other extended period as may be allowed in Clause 8.4 hereinabove, then the Purchaser may terminate this Agreement by giving 30 (thirty) days written notice to **BPHDCL** and in such event **BPHDCL** shall be liable, on demand, to refund to the Purchaser, the Consideration / amounts already paid by the Purchaser under this Agreement in respect of the Said Apartment and Appurtenances and to the extent received by it till that date (save and except the amount of interest which may have been paid or become payable by the Purchaser for late payment of instalments , any taxes, deposits, cesses those have been

collected from the purchaser and paid to the Government) together with simple interest at 8% (eight per cent) per annum from the day after expiry of the grace period till the date of refund, and shall thereafter not be liable to pay any compensation or damages. On sending the said notice terminating this Agreement to **BPHDCL**, the Purchaser shall, subject to prior encumbrances, have a charge on the Said Apartment and Appurtenances till the date the amounts and interest thereon is refunded in full by **BPHDCL** to the Purchaser. It is agreed that upon refund of the said amounts together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand and/or dispute of any nature whatsoever under this Agreement either against the Board, and **BPHDCL** or against the Said Apartment and Appurtenances in any manner whatsoever and **BPHDCL** shall then be entitled to sell and dispose of the Said Apartment and Appurtenances to any other person or party as **BPHDCL** may desire in its absolute discretion without any reference or recourse or notice whatsoever to the Purchaser. The Purchaser also agrees that the payment and delivery of the said refund by Account Payee Cheque to the Purchaser at the address given by the Purchaser in this Agreement (whether the Purchaser encashes the cheque/s or not) shall be deemed to be a refund of the amounts so required to be refunded by **BPHDCL**.

16. Miscellaneous

16.1. This Agreement records the final terms and conditions agreed between the Parties and all previous oral or written assurances, representations, brochures, general terms and conditions, Provisional Allotment Letter, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be superseded by this Agreement and the same shall be invalid and

not binding and the same cannot be relied upon in any manner whatsoever.

16.2. The Parties have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Parties or be construed as a joint venture between the Parties or constitute an association of persons. The transaction contemplated herein is for the transfer of the Said Apartment and Appurtenances and no form of service is hereby contemplated and the Parties agree that neither the Purchaser is a Consumer nor the Board and **BPHDCL** are Service Providers under the Consumer Protection Act. It is further hereby expressly intended and agreed by and between the Parties that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties that in the event the Board and **BPHDCL** being liable to make payment of , GST or any other statutory tax or duty or levy in respect of this Agreement or the transaction contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the Said Apartment and Appurtenances.

16.3. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by the parties hereto.

16.4. The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance and the Parties shall be entitled to

enforce such right without prejudice to such indulgence or tolerance shown.

16.5. In the event of either Party to this Agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this Agreement and also to recover all costs, expenses and losses incurred by the aggrieved Party, as a consequence of such breach from the Party committing breach.

16.6. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the Parties of any relevant competent authority, the Parties shall amend the provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

17. Notices, Correspondence and Communication

17.1 Any notice shall be sufficiently given if it is in writing and sent by registered post/courier addressed to the respective address mentioned herein above or such other address as may be subsequently notified by BPHDCL and the Purchaser in writing. Every such notice shall be deemed to have been given or made on the day on which such notice ought to have been delivered in due course of postal or telegraphic communication or Electronic Mail. In proving the service of any such notice it shall be sufficient to prove that it was duly addressed and posted or transmitted as aforesaid.

17.2 It shall be the duty of the Purchaser to inform BPHDCL by letter

through Registered post with AD about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him / her at the time when those should ordinarily reach such address. The Purchaser shall be responsible for any default in payment and/or other consequences that might accrue there from.

18. Dispute Resolution

Any dispute or difference between the Parties hereto arising out of and/or relating to and/or connected with the Said Apartment and Appurtenances and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof, shall be referred to the arbitration of a Sole Arbitrator to be appointed by the BPHDCL. If the Arbitrator ceases to hold office for any reason whatsoever, any further appointment of an Arbitrator that may be necessary shall also be made by the Developer. The Parties agree that the Sole Arbitrator shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award(s) made by the Arbitrator shall be final and the Parties agree to be bound by the same. Subject to the above, the arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration proceedings shall be held at Kolkata (India) and shall be carried out in the English language.

19. Jurisdiction of Courts

Courts at Kolkata alone shall have exclusive jurisdiction in respect of all matters arising out of this Agreement to the

exclusion of all other Courts.

20. Counterparts

This Agreement is prepared in two sets. The Developer and the Purchaser shall retain a set each.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

THE FIRST SCHEDULE

PART - A

(Description of "TOTAL LAND" For Avidipta Housing Complex Phase-I &Phase II)

ALL THAT piece and parcel of land measuring 12.67 acres under Mouza- Barakhola, J.L. No. 21, Kolkata Municipal Corporation Ward No. 109, Borough No. XII, known as Premises No. 401, Barakhola, Police Station- PurbaJadavpur, Post Office- Mukundapur, Kolkata-700099.

Butted and bounded by –

| | | |
|--------------|---|----------------------------------|
| ON THE NORTH | : | 14.30 Metre wide K.M.C. Road |
| ON THE SOUTH | : | 21.30 Metre wide Mukundapur Road |
| ON THE EAST | : | Vacant Land & water body |
| ON THE WEST | : | E.M. Bypass |

PART - B

(Description of the “**Schedule Land**” hereinabove referred to)

ALL THAT piece and parcel of land admeasuring 2.63 acres more or less under Mouza - Barakhola, J.L No. 21, Kolkata Municipal Corporation Ward No. 109, Borough No. XII, Premises No. 401, Barakhola, P.S - PurbaJadavpur, P.O - Mukundpur, Kolkata- 700099, situated within the land described in Part A of THE FIRST SCHEDULE hereinabove.

THE SECOND SCHEDULE

(Description of the “**said Apartment**” hereinabove referred to)

ALL THAT the Apartment bearing no. AVDII-D-10-04 on the 10th floor of the Tower D, in Avidipta – Phase - II admeasuring 1671 sq. ft. standard built up area, (equivalent to carpet area of 1104.12 square feet) and delineated in ‘Red Colour’ border of Plan annexed hereto and marked as **Annexure “__”**, together with the exclusive right to use ----- covered car parking spaces at [_____] level of Avidipta Phase - II bearing No. AVDII-D-G-CCP12 as marked in the Plan hereto annexed and marked **Annexure “_____”** along with the right to use of Common Areas and Facilities provided and described in the Third Schedule hereunder.

THE THIRD SCHEDULE

(Description of Common Areas and Facilities hereinabove referred to)

Common Areas shall mean -

- (i) the entire land for the Phase II of project Avidipta, measuring

about 2.63 acres fully described in Part-B of First Schedule;

(ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of respective buildings;

(iii) the common basements, ultimate roof of the respective buildings, parks and play areas on ground floor level and common storage spaces;

(iv) installations of central services such as electricity, water, sanitation, water reservoir, Solar energy and car washing space;

(v) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

THE FOURTH SCHEDULE

PART I

(Payment Schedule hereinabove referred to)

a) Down Payment Mode:

The Allottee(s) may opt for Down Payment Mode (DPM) at a discount of ___% .

DPM requires 10% of the Consideration amount at the time of booking, 80% of the consideration amount upon execution of the Agreement for Sale and balance 10% on possession of the Flat/Apartment.

b. Instalment Payment Mode (IPM)

Payment schedule for Flat/Apartment, right to use car parking space and Terrace

Payment Plan

| SL. NO. | Payment Schedule | AMOUNT | |
|---------|---|--------|------------|
| | | % | Amount |
| 1 | On Application | 10 | 1398419.00 |
| 2 | On Execution of Agreement for Sale | 10 | 1398419.00 |
| 3 | On Completion of pilling | 10 | 1398419.00 |
| 4 | On Completion of work upto plinth level | 10 | 1398419.00 |
| 5 | On Completion of 4th floor casting | 10 | 1398419.00 |
| 6 | On Completion of 10th floor casting of the respective tower | 10 | 1398419.00 |

| | | | |
|----|---|----|--------------------|
| 7 | On Completion of 25th floor casting of the respective tower | 10 | 1398419.00 |
| 8 | On Completion of 40th floor casting of the respective | 10 | 1398419.00 |
| 9 | On Completion of roof casting of the respective tower | 10 | 1398419.00 |
| 10 | On Completion of flooring of the respective flat | 5 | 699210.00 |
| 11 | Before possession | 5 | 699210.00 |
| | TOTAL(Rs.) | | 13984191.00 |

PART II

(DEPOSITS & OTHER CHARGES)

| A. | CHARGES | |
|-----------|---|------------|
| 1 | DG Back-up charges (@ Rs. 60 per square feet of Standard Built-up Area | Rs. 100260 |
| 2 | Documentation Charges (0.50 of Property value. Property Value is the sum total of price of Flat, price for right to use car parking and price of terrace. | Rs. 69921 |
| 3 | Stamp Duty and Registration charges | At Actual |
| 4 | Advance Common Area and Facility Maintenance Charge for two years @ Rs. 84 per month per square feet of Standard Built-up Area (SBUA) | Rs. 140364 |
| 5 | Compulsory Club Entrance/ Membership Fees | Rs. 175000 |
| B | DEPOSITS | |
| 1 | Electricity Deposit (personal Electric Meter) | At actual |
| 2 | Interest Free Refundable Common Area and Facility Maintenance Security Deposit (@ Rs.84 per Sq. ft. on SBUA) | 140364 |
| | | |

Note : GST as applicable shall be payable in addition

FIFTH SCHEDULE (Amenities and facilities of club)

1. Meditation / yoga

2. A.V. Room
3. Library
4. Indoor Games Room
5. Space for Cafeteria/snacks counter
6. Multipurpose Hall
7. Swimming Pool
8. Gymnasium

SIXTH SCHEDULE

(Fixtures, fittings and specifications hereinabove referred to)

SPECIFICATIONS OF HIG TOWER - 'DIAMOND' OF AVIDIPTA - II

| | | |
|--|--|--|
| Structure | Earthquake resistant RCC frame structure Wall : AAC block & Brick | |
| Staircase design | Marble finish (up to 6 th . Floor) & IPS finish (above 6 th floors) Railing Wall & Ceiling | MS / SS made as per Paint finish on Wall Putty |
| Gr. floor Lobby Panelling | Walls | Imported marble / Paint / |
| Ceiling | Floor Lift Facia | Italian marble Imported marble / Granite |
| Typical floor Lobby 600 x 600 mm) Johnson/ Kajaria/ Nitco or equivalent make | Walls Floor Ceiling Lift Facia | Paint finish on Wall Putty Designer Vitrified Tiles (Wall Putty Designer Tiles |
| Finish Liv./Din. | Walls Floor Ceiling | Wall Putty Italian marble Wall Putty |
| Master Bed Room flooring (parquet flooring) | Walls Floor Ceiling | Wall Putty Engineered wooden Wall Putty |
| Other Bed Rooms mm) Johnson/ Kajaria/ Nitco or equivalent make | Walls Floor Ceiling | Wall Putty Vitrified Tiles (600 x 600 Wall Putty |

| | | |
|--|--|---|
| Balcony / Service Balcony | Walls | Wall Putty |
| mm) Johnson/ Kajaria/ Nitco or equivalent make | Floor | Vitrified Tiles (600 x 600 |
| Railing | Ceiling | Wall Putty |
| Kitchen height above kitchen | Walls | MS / SS made, as per design |
| x 600 mm) Johnson/ Kajaria / Nitco or equivalent make | Floor | Ceramic tiles up to 2 ft. counter |
| equivalent make | Ceiling | Antiskid Vitrified Tiles (600 x 600 mm) Johnson/ Kajaria / Nitco or equivalent make |
| water | CP Fittings | Wall Putty |
| Board | Counter Sink | Jaquar / Kohler or |
| Toilets height & above finished with Wall putty | Walls | With provision of hot & cold |
| equivalent make | Antiskid vitrified Tiles | Granite slab |
| equivalent make | Ceiling | Stainless Steel with Drain |
| equivalent make with 3 in 1 mixture | Sanitary ware | Ceramic Tiles up to lintel |
| bed room | CP Fittings | Floor |
| | Shower Enclosure | Johnson/ Kajaria/ Nitco or |
| Doors | Entrance | Wall Putty |
| doors with both side | | Kohler / Roca or |
| | Others | Jaquar / Kohler or |
| doors with both side | | In attached toilet of master |
| Windows | | Sal wood frames & flush |
| | Powder coated aluminum windows with open able & fixed type combination. | Laminate finish. |
| Exterior | Acrylic / Texture paint as per design | Sal wood frames & flush |
| Electric | Modular switches (Havells / Anchor / Legrand- Artier / MK- Blenz or equivalent make) and wiring with copper wire | Laminate finish. |

| | | |
|---|---------------------|--|
| Maid's Room mm) | Walls | Wall Putty |
| | Floor | Ceramic Tiles (400 x 400 |
| Maid's Toilet height 300 x 300 mm) equivalent make | Ceiling | Wall Putty |
| | Walls | Ceramic Tiles up to lintel |
| | Floor | Antiskid Ceramic Tiles (|
| | Sanitary ware | Wall Putty Hindware/(Parryware or |
| Additional Facilities all service areas point with wiring at common area at entrance passengers Lift (S.S. car & door)and 1 no. Automatic Stretcher lift | CP Fittings | Essco or equivalent make |
| | Intercom system | Apartment to apartment & |
| | Cable TV | Provision of Cable TV |
| | Security System | CCTV camera surveillance |
| | Video door phone | Provision (of colour VDP) |
| | Lifts | 4 nos. Automatic |
| | Power Back up AC | For common areas only VRF system inside apartment |

SPECIFICATIONS OF HIG TOWER - 'PLATINUM' OF AVIDIPTA - II

| | | |
|---|--|--|
| Structure | Earthquake resistant RCC frame structure Wall : AAC block & Brick | |
| Staircase design | Marble finish (up to 6 th . Floor) & IPS finish (above 6 th floors) Railing | MS / SS made as per |
| | Wall & Ceiling | Paint finish on Wall Putty |
| Gr. floor Lobby Panelling Designer Tiles | Walls | Imported marble / Paint / |
| | Floor | Italian marble |
| | Ceiling Lift Facia | False ceiling Imported marble / Granite / |
| Typical floor Lobby | Walls Floor Ceiling Lift Facia | Paint finish on Wall Putty Designer Vitrified Tiles Paint finish on Wall Putty Designer ceramic Tiles |
| Finish Liv./Din. | Walls | Wall Putty |

| | | | |
|---|----------------|--|---|
| | Floor | | Italian marble |
| | Ceiling | | Wall Putty |
| Master Bed Room | Walls | | Wall Putty |
| | Floor | | Engineered wooden flooring (parquet flooring) |
| | Ceiling | | Wall Putty |
| Other Bed Rooms | Walls | | Wall Putty |
| mm) Johnson/ | Floor | | Vitrified Tiles (600 x 600 |
| | Ceiling | Kajaria/ Nitco or equivalent make | Wall Putty |
| Balcony / Service Balcony | Walls | | Wall Putty |
| mm) Johnson/ | Floor | | Vitrified Tiles (600x 600 |
| | Ceiling | Kajaria/ Nitco or equivalent make | Wall Putty |
| | Railing | MS / SS made as per design | |
| Kitchen height above kitchen | Walls | | Ceramic tiles up to 2 ft. counter |
| x 600 mm) Johnson/ | Floor | | Antiskid Vitrified Tiles (600 |
| | Ceiling | Kajaria/ Nitco or equivalent make | Wall Putty |
| equivalent make with | CP Fittings | | Jaquar / Kohler or |
| water | | | Provision of hot & cold |
| Board | Counter Sink | | Granite slab Stainless Steel with Drain |
| Toilets height & above finished with Wall putty | Walls | | Ceramic Tiles up to lintel |
| | Floor | | Antiskid vitrified Tiles |
| | Ceiling | Johnson/ Kajaria/ Nitco or equivalent make | Wall Putty |
| equivalent make | Sanitary ware | | Villeroy&Boch / Roca or |
| | CP Fittings | | Jaquar / Kohler or |
| equivalent make with 3 in 1 mixture. | Shower Cubicle | | In attached toilet of master |
| bed room | | | |
| Doors doors with both side | Entrance | | Sal wood frames & flush Laminate finish. |

| | | |
|--|---|---|
| doors with | Others | Sal wood frames & flush Both side laminate finish. |
| Windows | Powder coated aluminum windows with openable & fixed type combination | |
| Exterior | Acrylic / Texture paint as per design | |
| Electric | Modular switches (Havells / Anchor / Legrand -Artier / MK- Blenz or equivalent make)and wiring with copper wire. | |
| Maid's Room | Walls Floor mm) | Wall Putty Ceramic Tiles (400 x 400 |
| | Ceiling | Wall Putty |
| Maid's Toilet height & above finished | Walls with | Ceramic Tiles up to lintel Wall putty |
| 300 x 300 mm) | Floor | Antiskid Ceramic Tiles (|
| | Ceiling | Wall Putty |
| make | Sanitary ware | Hindware / Parryware or equivalent |
| | CP Fittings | Esscoor equivalent make |
| Additional Facilities all service areas | Intercom system | Apartment to apartment & |
| point with wiring | Cable TV | Provision of Cable TV |
| at common area | Security System | CCTV camera surveillance |
| at entrance door | Video door phone | Provision (of colour VDP) |
| passengers Lift (S.S. car & door and | Lifts 1 no. Automatic Stretcher lift | 4 nos. Automatic |
| | Power Back up AC | For common areas only VRF system inside apartment |

IN WITNESS WHEREOF the Board, BPHDCL and the Purchaser/s hereto have hereunto put their respective signatures on the day and year first hereinabove written.

SIGNED AND DELIVERED by
Mr. Soumyadev Sarkar, Authorized
Representative of **Bengal
Peerless Housing
Development Company
Limited**, the Constituted
Attorney of the **WEST BENGAL
HOUSING BOARD** the Board
above named at Kolkata- in the
presence of:

1.

2.

SIGNED AND DELIVERED by
Mr. _____, Authorized
Representative of the **BENGAL
PEERLESS HOUSING
DEVELOPMENT COMPANY
LIMITED** "BPHDCL" above named
at Kolkata in the presence of:

1.

2.

SIGNED AND DELIVERED by
Mr. ASIS CHOUDHURY the
PURCHASER above named at
Kolkata in the presence of:

Drafted by:

For Fox & Mandal, Advocates
6, Church Lane, Kolkata- 700001

_____, Advocate

RECEIVED as follows from the
within named Purchaser Mr. ASIS
CHOUDHURY the within mentioned
sum of Rs 13984191 to have been
paid by the Purchaser to BPHDCL as
consideration.

Rs. 13984191/-

(Rupees One Crore Thirty-Nine Lakh Eighty-Four
Thousand One Hundred Ninety-One Only)

MEMO OF CONSIDERATION

| SL.NO. | DATE | CHEQUE/DD NO. | DRAWN ON | IN FAVOUR OF | AMOUNT (RS.) |
|--------|------|------------------|----------|-----------------|-----------------|
|--------|------|------------------|----------|-----------------|-----------------|

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| | | | | | |

In the presence of :

RECEIVED BY:

1.

For and on behalf of the within named

2.

**BENGAL PEERLESS HOUSING
DEVELOPMENT COMPANY LIMITED,**

Mr. _____.

ANNEXURES

- Apartment- tower plan, floor plan
- Car park plan