

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this _____ day of _____ 2017, between (2017) 8-D

day of

Year

RECITALS

MR. **SHANTHAKRISHNAN ARANGAN PRIVATE LIMITED**, a Private Limited Company, within the meaning of Companies Act, 1956, as extended by the Companies Act 2013, holding PAN : **AABCC07488**, having its Registered Office at 17/1, Lawdhera Street, P. S. - Loh, Kolkata -700 026, and represented by its Authorized Signatory, Mr. _____, son of Mr. _____, hereinafter called and referred to as the **"SELLER"** (which expression shall unless excluded by or required to the subject in context be deemed to extend and include its successors or administrators and authorized agents, assigns etc.) of the **FIRST PART**,

AND

(1) M/s. **Madhav Kalyan Private Limited**, holding PAN: **AABCM1881C**, (2) M/s. **Madhav Housing Private Limited**, holding PAN: **AABCM1880D**, (3) M/s. **Lagan Kalyan Private Limited**, holding PAN: **AABCM1880D** (4) M/s. **Madhav Estate Private Limited**, holding PAN: **AABCM1880D** (5) M/s. **Madhav Property Private Limited**, holding PAN: **AABCM1880D** (6) M/s. **Taming Estate Private Limited**, holding PAN: **AABCM1880D**, (7) M/s. **Madhav Housing Private Limited**, holding PAN: **AABCM1880D**, (8) M/s. **Madhav Multiplex Private Limited**, holding PAN: **AABCM1880D** (9) M/s. **Madhav Housing Private Limited**, holding PAN: **AABCM1880D** (10) M/s. **Madhav Promoters Private Limited**, holding PAN: **AABCM1880D**, all Private Limited Companies, within the meaning of Companies Act, 1956, as extended by the Companies Act 2013, having their respective offices at 17/1, Lawdhera Street, P. S. - Loh, Kolkata -700 026 and represented by its Authorized Signatory, Mr. _____, son of Mr. _____, hereinafter jointly, referred to as the **"BUYERS"** (which expression unless otherwise excluded by or required to the subject in context shall be deemed to extend and include their respective successors or administrators and authorized agents, assigns etc.) of the **SECOND PART**,

AND

(1) MR. _____, son of Mr. _____, aged about _____ years, holding PAN : _____, by Occupation - _____, by Nationality - Indian, by Faith - _____, (2) MRS. _____, wife of Mr. _____, aged about _____ years, holding PAN : _____, by Occupation - _____, by Nationality - Indian, by Faith - _____, both presently residing at _____, P. S. : _____, hereinafter called and referred to as the **PURCHASER** (which term shall expression shall unless excluded by or required to the subject in context be deemed to include their heirs, successors, administrators, legal representatives and assigns etc.) of the **THIRD PART**.

RECITALS

WHEREAS in pursuance to and by virtue of a Deed of Conveyance being Deed No. 1175 dated 22nd February, 2017 registered at the office of Additional registrar of mortgages - I, Kolkata and recorded in Book No. - I, Volume No. - I, entries in pages from 1 to 28 as for the year 2017, and (1) Name of the said Deed of Conveyance, (2) Date of Deed and (3) M/s. **Madhav Builders Private Ltd.**, jointly, called and referred to as the **"DEED"** of the First Part, and, conveyed and transferred

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ALL THAT piece and parcel of land being 16 Cottages 12 Chattras 87 sq ft. lying and situated in Mohia - Barbara Fortified, P.S. - Sonapat, Taluk No. 108, J.L. No. 47, M.S. No. 7, 88 Chattras comprised in Dag No. 4000, 00 Cottages 83 Chattras comprised in Dag No. 4000, an area of land measuring 00 Cottas 00 Chattras 20 sq ft. comprised in P. S. Dag No. 4071 all comprised in P.S. Station No. 1100 and an area of 07 Cottas 00 Chattras comprised in P. S. Dag No. 4000, 07 Cottas 83 Chattras (1) sq ft. comprised in P. S. Dag No. 4081, both comprised in P.S. Station No. 1100 and measuring 14 Cottas 13 Chattras 47 sq ft. (1) by the name title more or less within and No. 26, within Rajah-Sonapat Municipality within the District of South 24 Parganas, West Bengal particularly delineated and shown in the map annexed thereto and marked with Red Colour, hereinafter referred to as **PLOT - 'W'** Together with all rights of easements (Grant-estates), appurtenances appurtenances and right of ways water connection, telephone lines, sewer, drain, surface and/or subsurface of the soil and hereto and hereon as therein stated, to one (1) M/s. Madhu Estates Private Limited, (2) M/s. Match Housing Private Limited, (3) M/s. Lagan Resans Private Limited, (4) M/s. Memory Estate Private Limited, (5) M/s. Milk Property Private Limited, (6) M/s. Navrang Estates Private Limited, (7) M/s. Navrati Housing Private Limited, (8) M/s. Mohal Multitree Private Limited, (9) M/s. Panchi Housing Private Limited and (10) M/s. Purvina Promoters Private Limited, Vendors known, known, jointly, called and referred to as the **PURCHASERS** of the above Plot for the consideration and in the premises therein stated.

AND FURTHER WHEREAS in pursuance to and by virtue of a Deed of Conveyance being Deed No. 11160 dated 24th July 2007 registered at the office of Additional registrar of assessments - 1, Mohia and recorded in Book No. - 1, Volume No. - 1, within its pages from 1 to 13 for the year 2007, one Shri. Mohal Ram, Clerk called as the Vendor of the One Plot and conveyed and transferred **ALL THAT** piece and parcel of Darga Land measuring more or less 0000 Satak La., 83 Chattras 00 sq ft. lying under P.S. Dag No. 4000, 0000 Satak La., 83 Chattras 00 Chattras 07 sq ft. lying under P.S. Dag No. 4000 and 0000 Satak La., 08 Chattras 28 sq ft. lying under P. S. Dag No. 4071 La., all together measuring 0900 Satak La., 04 Cottas Darga Land under Mohia - Barbara Fortified, C.R. and P.S. Station No. 1100 in Phase - 1, Plot No. 20 - 1, within subdivision Page in J.L. No. 47, Taluk No. 108, P.S. - Sonapat, District 24 Parganas (North) within Ward No. 08 of Rajah-Sonapat Municipality, West Bengal particularly delineated and shown in the map annexed thereto and marked with Red Colour, hereinafter referred to as **PLOT - 'P'** Together with all rights of easements (Grant-estates), appurtenances appurtenances and right of ways water connection, telephone lines, sewer, drain, surface and/or subsurface of the soil and hereto and hereon as therein stated, to one (1) M/s. Madhu Estates Private Limited, (2) M/s. Match Housing Private Limited, (3) M/s. Lagan Resans Private Limited, (4) M/s. Memory Estate Private Limited, (5) M/s. Milk Property Private Limited, (6) M/s. Navrang Estates Private Limited, (7) M/s. Navrati Housing Private Limited, (8) M/s. Mohal Multitree Private Limited, (9) M/s. Panchi Housing Private Limited and (10) M/s. Purvina Promoters Private Limited, Vendors known, known, jointly, called and referred to as the **PURCHASERS** of the above Plot for the consideration and in the premises therein stated.

AND WHEREAS in pursuance to and by virtue of a Deed of Conveyance being Deed No. 14288 dated 08th April 2008 registered at the office of Additional registrar of assessments - 1, Mohia and recorded in Book No. - 1, Volume No. - 1, within its pages from 1 to 10 for the year 2007, one (1) Suresh Laha, (2) Rajanath Laha, (3) Dipankar Laha, (4) Chakrabarti, (5) Bala Laha, (6) Mahanta, (7) Kalyan Laha and (8) Subodh Laha, all known, jointly referred to as Vendors of the One Plot and all duly represented by their Jointly Constituted Attorney Mr. Subodh Laha,

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owner before the authority of B. S. & L. R. O. and Nagar Sangraha Municipality and it has been paying its dues regularly to the said Suburban Franchise No. 968, Old Post Office Building, Kollata - 750 004.

AND WHEREAS the vendor is entitled to develop the said property and construct building/buildings on the said property.

AND WHEREAS said Vendor has decided to build and construct on the said property a building containing self contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

AND WHEREAS the said Vendor has for the purpose of constructing the building on the said property obtained a building plan duly sanctioned from Nagar Sangraha Municipality bearing Plan no. 376/CN/128/44 dated 24.05.2007.

AND WHEREAS by virtue of a Joint Venture Agreement dated 08.06.2015 duly registered at the Office of Additional Registrar of Assurances - I, Kolkata, recorded in Book No. - I, being Deed No. - 1776 for the year 2015 entered into between the Vendor and the Developer, herein, in the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) the Vendor has granted the exclusive right of development in respect of the said property unto and in favour of the Developer.

AND WHEREAS the Vendor has also obtained a Registered Power of Attorney dated 05.06.2017, duly registered at the Office of Additional Registrar of Assurances - II, Kolkata, recorded in Book No. - I, being Deed No.- 1776 for the year 2017 in favour of the Developer granting the several powers therein stated for smooth execution of the work in terms of the said Joint Venture Agreement.

AND WHEREAS by and under the said Development Agreement, it has been agreed between the parties hereto that the various flats, units, apartments, commercial spaces/areas will be sold and transferred by the Developer; the Developer will entirely receive the all the amounts agreed to be paid by all the Purchasers and therefore the entire Revenue (as defined therein) are to be shared between the Developer and the Vendor in the ratio mutually and particularly mentioned in the said Joint venture Agreement. The Vendor shall also pay the rate assessments.

AND WHEREAS in pursuance of the said Development Agreement the Vendor/Developer has obtained a plan being Plan no. 376/CN/128/44 dated 24.05.2007 (hereinafter referred to as the said **PLAN**) sanctioned by the concerned authority in terms whereof the Developer has undertaken the development of the said premises by causing several new buildings to be constructed providing also car parking spaces for respective flat purchasers at the said premises comprising of various self contained flats units apartments commercial spaces having a specific area of land delineated in such building.

AND WHEREAS the Purchaser has considered the site of the vendor in respect of the said land and also considered the structural plan of the said building and is fully satisfied about the site of the vendor and the right of Developer to Construct the building and being desirous of acquiring on permanent basis all that **FLAT/UNIT NO. _____** on the **_____ FLOOR** of **BLOCK - _____** of the new

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building comprising Carpet Area of ... Sq. equivalent to Super Built Area of about ... SFT. The total area of land, TOGETHER WITH right to park ONE motor vehicle per car on the COVERED CAR PARKING SPACE as shall be allowed by the Developer on the ground floor of the said building, carefully and particularly considered and described in SECOND SCHEDULE hereunder system has applied for purchasing the same AND by the Vendor / Developer have agreed to allot the same to the purchaser with allotment of proportionate indivisible undivided share in the land below/herein for building together with the proportionate undivided indivisible share in common parts of the said building, attributable to the area of the said flat as mentioned in the SECOND SCHEDULE hereunder system AND the parties hereto have agreed to enter into this agreement regarding the reconstruction money and also the terms and conditions agreed upon between the parties.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY ADOPTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1. DEFINITIONS

In these presents unless there is anything to the contrary or context dictates with the following expressions shall have the meaning assigned against them.

- 1.1 **ARCHITECT** shall mean M/s. Architects Associates Consultants Private Limited, of P-107, Kamanga Main, Kolaba - THIRTH, or any other firm of architects appointed by the Developer.
- 1.2 **BUILDING** shall mean every single building to be constructed at the said premises in accordance with the said sanctioned plan with such variations as may be permitted.
- 1.3 **COMMON FACILITIES** shall include lift, escalators, balconies, stairways, landings, water reservoir, water and pump rooms, passages, corridors, parking and general store and other spaces and facilities whatsoever required for the establishment, business, enjoyment, preservation, maintenance and/or management of the proposed building and/or common facilities of flats as set out here in.
- 1.4 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said proposed building and in particular the common parts and testing of the common systems and systems relating to structural safety and integrity of the structure of various flat, lift department and common use and reserved common portion/ parts.
- 1.5 **CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and take possession of any flat including the Vendor / Developer for their work, movable goods, trunks, parking areas etc. not allowed or agreed to be allowed by them.
- 1.6 **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas of installations and facilities comprised in the proposed premises as mentioned and specified in the **THIRD SCHEDULE** hereunder system and agreement or provided by the Vendor / Developer for common use and enjoyment of the Co-owners that shall not include any open terrace attached to any flat and on any floor of the said proposed building and also shall not include the covered parking spaces of or within the premises where the Vendor / Developer may agree to sell to the flat purchaser use or permit to be used for parking of motor cars and other vehicles on the ground floor of the said building premises/complex. The Vendor/Developer shall have the absolute right to deal with the same, to which the purchaser hereto consents.
- 1.7 **COMMON EXPENSES/ THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid hereon and contributed by the flat purchasers for resolution of common services briefly described and defined hereunder in **FOURTH SCHEDULE** hereunder system.

WITNESSED AND SIGNED FOR THE DEVELOPER

Authorised Signatory - THIRTH

- 1.8 **PARKING SPACES** shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound at the ground level of the premises for parking of only one vehicle of each/tenant car into the existing premises of flat in the complex.
- 1.9 **PREMISES** shall mean ALL THAT the Trustees, Society, "EMER HORIZON" at 602, Titar Park, Park Road, Malabar - 700 084, P. S. - Bangalore under Nagar-Banagpur Municipality Ward No - 18, Block - Malabar Park Road, Dist - South In 700, West Bengal, township and particularly described in the **SECOND SCHEDULE** hereunder written.
- 1.10 **PLAN** shall mean the proposed plan bearing Building Plan no. 276/CR/28/44 dated 24.05.2017 duly approved by the Nagar-Banagpur Municipality and shall include such modification or variation as may be made by the Trustee/Developer from time to time with prior sanction from the authorities concerned.
- 1.11 **HOUSE RULES/DEED** shall mean the rules and regulations as may be framed by the trustee regarding the use, loading of flat and Flat/Unit/Apartment as hereinafter stated.
- 1.12 **LEASEABLE SPACE** shall mean the space in the building to be constructed and available for use for independent local non-commercial use and occupation intended to be sold to existing buyers after clearing the provisions in contract documents and the space required thereof.
- 1.13 **THE SAID FLAT AND THE PROPERTIES AFFUNCTIONARY THEREON** shall mean **FLAT/UNIT/APARTMENT NO. ---** on the **--- FLOOR** at **BLOCK - ---** of the new building under construction at the said premises containing by administrative Carpet Area of **--- SQ. METERS** as shown in plan of **--- SQ. METERS** with more or less (hereinafter referred to as the **SAID FLAT**) **TOGETHER WITH** right to park **ONE** (one) motor vehicle over the **COVERED CAR PARKING SPACE** on the ground floor of the said premises **TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises situate therein **AND TOGETHER WITH** the undivided proportionate share in common parts portions and facilities and / or amenities wherever available in the **SECOND SCHEDULE** hereunder written.
- 1.14 **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls but including the area covered by the internal partition walls of the flat.
- 1.15 **BUILT-UP AREA** shall mean the aggregate of (a) the Carpet Area of the Apartment; (b) the area of the balcony/terrace/verandah which exclusively occupies a part of the Apartment; (c) the porch and (d) area under the terrace which is within the apartment and external walls of the Apartment, all as computed by the Architect.
- 1.16 **NET BUILT-UP AREA** shall mean and include the total built-up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at his sole discretion, and the decision of the Architect shall be final and binding on the Trustee.
- 1.17 **"PROPORTIONATE" OR "PROPORTIONATELY" OR "PROPORTIONATE SHARE"** shall mean the proportion in which the Carpet Area of any unit bears to the Carpet Area of all units in the new proposed building, as determined by the Developer which shall be final and binding on all the Said User, with the fractional number, if any, to be rounded off for convenience to the next following number.
- 1.18 **SAID UNIT** shall mean ALL THAT the residential unit being **FLAT/UNIT/APARTMENT NO. ---** on the **--- FLOOR** at **BLOCK - ---** of the new building now in course of construction at the said premises, more fully and particularly described and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the open terrace, if any, attached thereto and / or specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, separate and variable share in the Common Areas and facilities and amenities the extent as included in portions shall include the right of parking some car, if

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- 1.13 **MAINTENANCE/REPAIRS/RENOVATIONS** shall mean such maintenance works which are open or to be done on the building or on the ground floor of the said building except as provided and specified in the sales and **SECOND SCHEDULE** and also associated improvements and alterations to be made to the building including the said lot, in respect thereof.
- 1.14 **TRANSFER** with all governmental regulations shall include a transfer by possession and by one other transfer accepted for effecting what is intended as a transfer of space in a multi-residential proposed building in possession in deed although the same may not amount to a transfer in law.
- 1.15 **TRANSFERABLE** shall mean a person to whom any space in the proposed building has been transferred.
- 1.16 **MANUFACTURE ORDER** shall include formal orders and notices.
- 1.17 **REGULAR NUMBER** shall include plans, notices and notices.
- 1.18 **HOLDING ORGANIZATION** shall mean the Association or the Holding Organization of all the holders of the proposed building formed of all the holders of all the lots of the proposed building including the said purchaser on the terms of the said lot hereby agreed to be sold and the said Organization/Association shall be formed by Vendor/Developer upon sale and transfer of all the lots in the proposed building and in payment of all amounts due and payable by the lot holder to the proposed building towards the price of the said lot and also other deposits and security in terms of respective Agreements, he/she and the lot of the lot purchased in the proposed building having taken possession of the respective lots and/or will be deemed to have taken possession of the said lots and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the proposed building and also of the common portions in the proposed building **AND** the Holding Organization/Association shall reside in, control, management, maintenance and administration thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairs and up-keeping of the common portions and other expenses necessary in respect of the said proposed building together with the lots of Holding Organization/Association.

ARTICLE 5 - INTERPRETATION

- 5.1 In this Agreement save to the extent that the context otherwise 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 amendments, orders, plans, regulations, by-laws, provisions or directions of any kind made under it;
- (ii) reference to any agreement, contract deed or document 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 varied;
- (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 the part not to do something shall include an obligation not to permit, suffer or allow the same to be done.

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- (iv) Books showing Material goods shall include fixtures and central orders as well.
- (v) Books showing engine transfer shall include the plan and the title.
- (vi) A reference to a statutory provision includes a reference to any modification, consolidation 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 modifications made to this Agreement from time to time in force.
- (viii) The headings to this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- (ix) 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 with effect from the date of execution of this Agreement. The Developer has agreed to construct the building/ buildings on the said site in accordance with the said sanctioned plan and as per the drawings and specifications approved/ sanctioned by Rajkot Development Authority.

ARTICLE IV - WARRANTIES AND COVENANTS BY THE PURCHASER

- 4.1 The purchaser declares that before entering into this agreement the purchaser has fully satisfied about:
 - (a) the title of the said Vendor in respect of the said Plot and also the Developer's right to construct the building on the said Plot of land as mentioned in the FIRST SCHEDULE and the purchaser agrees not to raise any objections or file or sue or threaten therein in any manner whatsoever.
 - (b) the proposal, contents and description of the construction of the said building being constructed by the Developer on the said plot of land as designed in the above mentioned sanctioned plan of the said building and all modifications and variations duly sanctioned.
 - (c) the area of the said flat as per the said sanctioned plan.
 - (d) specifications and drawing of construction of the said flat including the common portion of the said building.
 - (e) particulars of the common portions and parts in the said building to be constructed on the said Plot of land for the benefit and enjoyment in common by the flat holders in the said building.
 - (f) the location, extension of ground level, sewerage, pathways and passages provided by the Vendor and Developer in the said complex for enjoyment in common by the flat holders of the respective building/ block to be constructed by the said Developer and sanctioned in the said complex.
 - (g) the total Carpet and Super Built-up Area in compliance to the said plan.
 - (h) the fixtures of the flat agreed to be sold.

ARTICLE V - SALE AND TRANSFER

In consideration of the various amounts to be paid by the Purchaser as stated in this agreement and subject to Purchaser's performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser, the Vendor/ Developer have agreed to sell and transfer and the purchaser has agreed to purchase from the Vendor/ Developer, ALL THAT THE **FLAT/UNIT/APARTMENT NO. ---** on the **--- FLOOR** of **BLOCK ---** of the new building to be in charge of construction at the said premises consisting of approximately **CARPET AREA** of **--- SQ. METERS** or **SUPER BUILT UP** of **--- SQ. METERS** (the area shall mean or have been/ shall be referred to as the said **FLAT/ TOGETHER WITH** right to park **ONE** (small) vehicle and some part of the **COVERED CAR PARKING SPACE** on the ground floor of the said premises **TOGETHER**

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WITH the unaltered proportions heretofore mentioned above to the land beneath the said building comprised in the said Plot/Units more fully and particularly described in the SIXTH SCHEDULE heretofore written and together with the unaltered proportions above to the common parts and portions more fully and particularly described in the THIRD SCHEDULE heretofore written, hereinafter collectively referred to as the said **FLAT/ UNIT AND THE PROPERTIES APPURTENANT THEREON**

ARTICLE IV. CONSIDERATION / PAYMENT

- 8.1 In consideration of the aforesaid the Purchaser has agreed to make payment of an aggregate sum of Rs. _____/- (Rupees _____) only hereinafter called the **CONSIDERATION AMOUNT** for the said **UNIT AND PROPERTIES APPURTENANT THEREON** which amount includes the cost of construction of the said Flat/Unit/Apartment, common parts and fixtures. The total Consideration Amount is based on the best measurement of the Flat prior to granting possession of the Flat, accurate measurements will be taken and in case the variation, if any, is more or less than 2% then, the final amount payable by the Purchaser will be determined in accordance with the rates which were prevailing on the date of this Agreement. Any additional amount payable by the Purchaser for any increase above 2% shall be paid by the Purchaser as or before taking possession of the Flat. Similarly, any amount refundable by the Vendor/ Developer for any decrease below 2% shall be refunded by the Vendor/ Developer in addition with any other dues of the Purchaser as or before possession of the Flat is taken by the Purchaser.
- 8.2 It is hereby expressly agreed by and between the Parties hereto that the Consideration Amount agreed to be paid by the Purchaser to the Developer is based on the professional estimate of the Survey Area of the said Flat, as stated in the **SECOND SCHEDULE**, hereto, with such Survey Area of the said Flat/Unit being subject to a variance plus/minus of 2% (Two Percent), as aforesaid.
- 8.3 All payments shall be made by the Purchaser to the Developer within 15 (fifteen) days from the date of communication being given by the Developer to the Purchaser, and such communication shall be deemed to have been received by the Purchaser if the Developer has sent the same by Speed Post/Ordinary Post/Electronic mail, or by any other mode at the address of the Purchaser as mentioned in the Agreement.
- 8.4 The entire of the consideration amount will be paid by the Purchaser to the Developer, **M/S. BHADRATHI ANAND PRIVATE LIMITED** and all moneys paid to the Developer shall be in complete discharge of the obligation of the Purchaser to make payment under this agreement and / or in respect of the said Flat/Unit/Apartment.
- 8.5 In addition to the aforesaid consideration the Purchaser has also agreed to pay to the Developer and/or hereinafter various amounts more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** heretofore written and payment of such amounts shall be made as or before taking over possession of the said Flat/Unit/Apartment and in addition the Purchaser agrees to make payment of the charges in respect of:
 - (a) Charges for providing any additional work in or relating to the said Flat / Unit / Apartment or the request of the Purchaser and for providing any additional fixtures or utility for the said Flat / Unit / Apartment, it being expressly agreed that in the event of requiring the Developer to carry out any additional work in or upon the said Flat/Unit/Apartment intended to be acquired by the Purchaser the work will be done upon payment of the amount required to be incurred for carrying out such additional work to the said Vendor.
 - (b) All betterment dues, taxes and other levies charges imposed by the government or any other authority relating to the said Premises and / or the said Flat / Unit / Apartment shall be paid out

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lease by the Purchaser proportional to his/her/their share therein and those relating only to the said Flat/Unit/Apartment shall be lease solely and exclusively by the Purchaser.

8) Proportions share of any additional facility or amenity provided for in the said Complex/Building for the benefit of all the Flat/Unit/Apartment holders.

8.6. In the event of the expiry of the contract, in the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement Vendor/Developer shall be entitled to claim interest at the rate of 15% per annum on the amount remaining outstanding subject to what is provided hereinafter.

8.7. In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of thirty days from the date hereinafter due, the Vendor/ Developer shall be entitled to, and may hereby undertake, to determine and / or terminate this Agreement and claim, deducting a sum equivalent to 10% of the Total Consideration Amount as and by way of pre-estimated liquidated damages and the Purchaser hereby consents to the same. Upon such termination, the Vendor/ Developer shall refund money balance amount after deducting a sum equivalent to 10% of the consideration amount to the Purchaser, the amount advanced to it within 90 days from the date of such termination and the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said Flat/Unit and the Vendor/ Developer shall be entitled to enter into agreements for sale and transfer with any other person or persons without any right/claim of the said Purchaser and the said Purchaser hereby consents to the same.

8.8. The Purchaser agrees and consents not to claim any right or possession over and in respect of the said Flat/Unit/Apartment till such time the Purchaser has done what within the term paid or deposited all the amounts/sums agreed to be paid or deposited by the Purchaser.

8.9. It is hereby agreed and declared that the Purchaser has agreed and consented to make payment of the amounts payable in respect of these premises and it shall not be obligatory or necessary on the part of the Vendor/Developer to serve any notice of demand on the Purchaser.

8.10. In the event of the Vendor/ Developer providing any additional amenities/facilities or goods over and above what has been agreed upon for the benefit of the residents of the building, the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether or not such additional facilities or amenities are to be provided the will be entirely at the sole discretion of the Vendor/Developer and the Purchaser hereby consents to the same.

8.11. In the event the consideration exceeds the limit under section 14A - 14B of the Income Tax Act, 1961, the Purchaser shall be entitled to deduct the Tax Deductible at Source (TDS) from the total consideration to be paid to the Developer and as and when paid. The Purchaser shall deposit the amount as deducted with the appropriate authority as per the said provisions and shall also issue a certificate to the Developer to that effect.

8.12. The Purchaser acknowledges that in terms of the Joint Venture Agreement, the Developer will initially receive the all the amounts agreed to be paid by all the Purchasers and thereafter the Gross Revenue (as defined therein) are to be shared between the Developer and the Vendor in the ratio monthly and periodically mentioned in the said Joint Venture Agreement.

8.13. The Purchaser shall be solely liable and responsible for compliance, as applicable, with the provisions of the Foreign Exchange Management Act, 1999 and the Foreign Exchange Management Regulations and Transfer of Immovable Property in India, Regulations, 2001 and/or all other necessary and/or applicable provisions and/or applicable laws as laid down and/or passed and/or issued by the Government and/or the concerned statutory authorities and/or the relevant

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Aluminium from time to time, including those pertaining to possession of passport for acquisition of immovable property in India.

6.14 In the event the Purchaser is a Person of Indian Origin and/or a Non-Resident Indian, the Purchaser undertakes that all transactions shall be made out of foreign exchange received in India through normal banking channel or out of funds held in the Non-Resident External (NRE)/Foreign Currency Non-Resident (FCNR)/FCNM Special Deposit account of the Purchaser with banks in India along with a declaration to the effect that the Purchaser shall use the said flat/unit for residential purpose only. In the event the Purchaser is a Non-Resident Indian, the Purchaser may also remit the amount out of the funds held in the Non-Resident External (NRE) account of the Purchaser subject to the same being accompanied by a resident of the holder of the Purchaser or to the extent of the same, his relative, if any, such as Non-Resident Indian and/or Person of Indian Origin, and be made in Indian Rupees.

ARTICLE XII - CONSTRUCTION AND COMPLETION

7.1 The Seller hereby warrants that the Scheduled land is free from all encumbrances and that such encumbrances, erect and complete the said building and / or the said Flat / Unit/Apartment with such materials and / or specifications given fully and particularly mentioned and described in the ~~RECIPIENT~~ ~~MEMORANDUM~~ herunderly written, as so shall be recommended by the Architect and the Purchaser has agreed not to take any objection whatsoever in this regard.

7.2 The said Flat/Unit/Apartment shall be constructed in accordance with the said Plan/Drawings mentioned by the architect concerned with such modifications or alterations as may be deemed fit and proper by the Developer or the Architect or as may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agrees not to have or raise any objection to the Developer and / or the Architect making such alterations or additions including extension of further floor/levels at any time before or after the delivery of possession of the said Flat to the purchaser. Before the execution of the Deed of Conveyance, the Seller shall be entitled to all future vertical and horizontal encumbrances or alterations by way of his personal consultation or otherwise and the Purchaser has agreed not to raise any objection in any manner whatsoever or howsoever when it shall being the things in the larger area of the Plot/Block.

7.3 The Vendor shall be entitled to acquire any easements or adjacent lands to the present project, in which need such adjacent land will be acquisition / joined / added with the existing land retained in the project of the developer of the Vendor/ Developer and thereafter, the Vendor/ Developer shall be entitled to construct other building or buildings or such required level and the nature of the Apartment of such Buildings will also be entitled to the benefit of all the present walls, stairways, passages, green areas, facilities, utilities and Common Facilities of the Project and the Purchaser and the purchasers of the said flats in the existing project shall be deemed to have consented to the same.

7.4 The Owner and the Developer can make utilization of the said project by way of (i) incorporating/adding/annexing or otherwise adjacent/other lands and premises collectively Other Property to the said Project, (ii) extending, modifying and redesigning the school, area, layout and location of the said Project including the Common Facilities thereof, (iii) modifying the boundaries there including the portion relating to the said Flat, if necessary and (iv) granting all kinds of material and perpetual proprietary right of easements, use and enjoyment over the Common Facilities of the said Project and the said Premises to other adjoining lands of Other Property including Other Property Owners as per provided terms of RERA.

7.5 The Purchaser hereby undertakes that in consideration of the Owner and the Developer agreeing to sell the said Flat/Unit/Apartment to the Buyer, the Purchaser has accepted the

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above conditions shall be deemed to have accepted all the above conditions and shall be deemed to have granted to the Owner and the Developer, the Other Property Owner, if any and all successors hereunto, the easement and perpetual easements over, under and above all Common Areas including roads and passages to the said Premises, with right to occupy the same to use roads and passages comprised in the Other Property incorporated/added to the said Premises/Said Project.

- 7.8 The Purchaser shall use its very best, best or doing whereby the construction or development of the said premises in its any way hindered or impeded with any shall in any way circumvent benefits of any of the terms and conditions herein contained.
- 7.9 During the period of construction and at all times thereafter until the possession is not delivered to the purchaser the said Flat/Unit/Apartment shall be at the risk of the Vendor/Developer provided the purchaser has without default duly taken possession of the flat within the time span saving payments of all amounts to be paid to the Vendor/ Developer.
- 7.10 Unless provided by circumstances beyond the control of the Vendor and Developer, the said Building would be completed by 30.12.2018 hereinafter referred to as the **COMPLETION DATE** with a grace period of 8 (eight) months. It has been expressly agreed by and between the parties hereto that unless provided by circumstances beyond the control of the Vendor and Developer such date described in **ARTICLE - 202** the said New Building is likely to be completed on or before 30.12.2018 hereinafter referred to as the **COMPLETION DATE** with a grace period of 8 (eight) months. The said New Building shall be deemed to have been completed if so certified by the Architect.
- 7.11 The said Unit shall be deemed to have been completed if made fit for habitation and provided with water, electricity, drainage, sewerage and other facilities and amenities as stated herein and certified as fit for habitation by the Architect of the said building for the use being IT BEING MAINTAINED CLEAR that the remaining purchaser shall not be entitled to occupy and/or take possession of the flat/unit intended to be occupied by them until such time Completion Certificate is granted by the Regional-Municipal Corporation and/or any Competent authority.
- 7.12 If for any reason whatsoever later than agreed, the Developer is unable to complete the said Flat and the Properties agreement at or before the completion date then said as that event the Developer shall be liable and does agree to pay to the Purchaser interest to be calculated at the rate of 12% per annum on the amounts paid by the Purchaser all them as per Section 5 of the West Bengal Building (Regulation of Processors of Construction and Transfer by Promoters) Act, 2008. This compensation is subject however to the Purchaser paying, performing, and observing all the terms and conditions on its part to be performed and observed and paying all the amounts to be paid within time stipulated for payments therein in terms of this Agreement.
- 7.13 After completion of the Building and subject to approval, the Developer shall endeavor to obtain the completion certificate from the Regional-Municipal Corporation and/or any Competent authority (hereinafter referred to as the **COMPLETION CERTIFICATE**).
- 7.14 Before the date of possession of the said Flat/Unit/Apartment the Purchaser/s agree and warrants-
- (a) To pay to the Developer, **M/s. Magistrate Khanna Private Limited**, such amount due and payable as assessed of the construction as mentioned in **FOUNDER'S ACCOUNT** hereto and the proprietorial costs of all papers made for extra residential facilities to be provided in all examples of the said Building. **IT BEING EXPRESSLY AGREED** that if in event of any omission and / or deviation being made which results in causing damage and / or deviation of the sanctioned plan all over charges and expenses for regularizing the same will be paid hereon and discharged by the Developer and in addition to the above the Purchaser will be liable as hereinbefore stated to make

- payment of such amounts which may be required to be incurred for causing such additions and / or alterations.
- 7.13 To deposit amounts free of interest with the Developer and/or their nominee for the purpose and subject to the conditions mentioned herein.
- 7.14 Immediately after the said Flat/Unit/Apartment is ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding) Vendor/ Developer shall serve a notice on the Purchaser and within 15 days from the date of such notice (hereinafter referred to as the POSSESSION DATE) the Purchaser shall be deemed to have taken over possession of the said Flat/Unit/Apartment for the purpose of making payment of the various expenses and installment charges PROVIDED HOWEVER in no event the Purchaser shall be entitled to claim physical possession of the said Flat/Unit/Apartment until such time the Purchaser has made full payment and / or deposited all the amounts payable by the Purchaser to the Vendor/ Developer and/or their nominee and they will not be liable to deliver possession of the said Flat/Unit/Apartment until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser/s in terms of this Agreement.
- 7.15 From the date of Delivery/ Physical Possession, the Purchaser shall be liable to and agree to pay and contribute the proportionate share of the common expenses and maintenance charges, multi-national taxes and other taxes, and service charges and all other statutory outgoings payable presently or which may be imposed or levied or have to be paid in respect of the said Flat/Unit/Apartment and proportionately for the whole building and premises regularly and periodically whether actual physical possession of the said Flat/Unit/Apartment is taken or not by the Purchaser.
- 7.16 In no event the Purchaser shall be entitled to have any claim against the Vendor/ Developer, if the said New Building and the said Flat/Unit/Apartment are not completed within the completion date, if the Vendor/ Developer are prevented from any circumstances beyond the control of them and the certificate of the Architect in this regard shall be final and conclusive and binding on the parties.
- 7.17 That the developer provides shall be under minimum coverage upto the 1st year from the date of getting the Completion Certificate from Pimpri-Chinchwad Municipal Corporation and the same shall be done by the Vendor/Developer.
- 7.18 In the event of any structural defect being found in construction of the Flat or any part thereof or if there be any defect in material used or provided in the Flat within a period of 1 (one) year from the date of delivery of possession and/ or taking over possession, whichever is earlier, the Developer shall at its own cost undertake without any delay (reasonable necessary) remedial works for rectification and/or replacement of the same as per section 9 of the West Bengal (Regulation of Provision of Infrastructure and Transfer by Private Act, 1993).

ARTICLE VIII - HOUSE SELLER/OWNER AND OTHER OBLIGATION

- 8.1 Upon full payment of all the amounts the Purchaser shall be put in possession of the said Flat/Unit/Apartment.
- 8.2 As from the date of possession of the said Flat/Unit/Apartment the Purchaser agree and contract with the Vendor/ Developer / Other Flat Purchaser in possession of flat respective flat
- (a) To co-operate with the other co-purchasers and the parties of the Vendor/Developer in the management and maintenance of the said New Building.
- (b) To observe the rules framed from time to time by the Vendor/Developer and upon the members of the Building Organisation and taking over the management by such Building Organisation.

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- (30) To use the said Flat / Unit/Apartment exclusively for residential purposes and not for any commercial purposes and also not to be used for any commercial purposes.
- (31) To allow the Vendor/ Developer with or without written consent from the said Flat / Unit/Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.
- (32) To pay and bear the necessary expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat/Unit/Apartment and proportionately for the building containing the Flat and / or common parts/areas and wholly for the said Flat/Unit/Apartment and /or to make deposits on account thereof as the manner mentioned hereunder to the Developer and upon the formation of the Holding Association to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession, with the completion of the work, whether physical possession of the said Flat/Unit/Apartment has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and periodically within 15 days to the Developer and upon formation of the Holding Organisation to such Holding Organisation.
- (33) To deposit the amounts necessarily required with the Developer and upon the formation of the Holding Organisation with such Holding Organisation towards the liability for rates and taxes and other outgoings.
- (34) To pay charges for electricity in relation to the said Flat/Unit/Apartment wholly and the common parts proportionately relating to the common parts.
- (35) Not to obstruct or subdivide the said Flat/Unit/Apartment and / or the parking space, if allotted at any position thereof.
- (36) Not to do anything or prevent the Vendor/ Developer from seeking further or additional legal consents/permissions within 4 A.M. to 4 P.M. within any working day notwithstanding any temporary stoppage in the Purchaser's enjoyment of the said Flat / Unit / Apartment.
- (37) To carry out at the Purchaser's own, incurred expense and maintain the said Flat in the same condition and order in which it is delivered to the Purchaser by the Developer. The Purchaser shall not do or suffer to be done anything in or to the Flat or the building containing the Flat which may be contrary to the rules and regulations of the concerned authorities. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be liable for the consequences thereof to the authorities and also to the Association. The Purchaser shall remain responsible for the structural stability of the said Flat/Unit/Apartment and not to do anything which can affect the structural stability of the building.
- (38) Not to do or cause anything to be done in or around the said Flat/Unit/Apartment which may cause or tend to cause or be deemed to cause or effect any damage to any building or thing of the said Flat/Unit/Apartment or adjacent to the said Flat /Unit / Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or passages available for common use.
- (39) Not to damage structure or cause to be damaged or demolished the said Flat / Unit / Apartment or any part thereof or the things and fixtures affixed thereto.
- (40) Not to close or prevent the closing of verandahs or balconies or balconies and terraces 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 verandahs or balconies or any external walls or the frames of external doors and windows including grills of the said Flat/Unit/Apartment which, in the opinion of the Developer differs from the colour scheme of the building or elevation or which in the opinion of Developer may affect the elevation or respect of the external walls of the said building.

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- (k) Not to install grills, the design of which have not been suggested and approved by the architect.
- (l) Not to be or provide to be done any act or thing which may create void or make voidable any transaction in respect of the said Flat/Unit/Apartment or any part of the said building or cause increased/premium to be payable in respect thereof, if the building is insured.
- (m) Not to make in the said Flat/Unit/Apartment any structural additional and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the authorities concerned as and when required.
- (n) Not to use the said Flat/Unit/Apartment or permit the same to be used for any purpose except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to neighbouring occupants of the other portions of the said building or building or to the owners and occupants of the neighbouring premises or for any illegal or immoral purpose whatsoever.
- (o) Occupants shall not keep in the parking place anything other than private motor car or motor cycle and shall not ride or get on any bicycle or motor cycle, rickshaw, rickshaw, rickshaw or any person or animal therein or part thereof and shall keep it always open as before. Dwelling or staying of any person in building by parking any vehicle shall not be permitted.
- (p) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of private car/cars.
- (q) Not to park any car, vehicle on the pathway or open space of the building or at any other place except the space allotted to Purchaser and shall use the pathways as would be decided by the Vendor and not to curtail the full and unrestricted enjoyment of the same to any other owner/occupant of the apartment and/or Car Parking Space.
- (r) To abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the Holding Organisation and after the Holding Organisation is incorporated to comply with and / or adhere to the building rules and regulations of such holding organisation.
- (s) Not to use the Flat or any part or portion thereof for any political meeting nor for any illegitimate business or otherwise trade or business.
- (t) The Vendor/Developer hereby reserves the right as the Roof to the extent of installation and / or erection of hoardings, signs signs and other signages on the said Roof and on such parts or portions thereof whenever the Vendor/Developer deems fit and / or appropriate and all amounts which may become payable and / or receivable about construction, fitting or the Vendor/Developer and the Purchaser hereby acknowledges that the Purchaser has no right to object toward **NOTHINGING THAT** of the remaining area whereas the vendor reserved open space and lift Well, Lift Machine Room and other installations are situated, the same shall be reserved to remain for common purposes.
- (u) It is clarified and expressly agreed and understood that notwithstanding anything herein contained all other rights directly and/or indirectly attached to and of and in the said property and related to the said property including its further or future development by use of additional FSI on side of the open terrace above the top floor of the said building, as also all the direct and indirect benefits attached to the said property shall always remain the personal and exclusive property of the parties of the Vendor/Developer and they are and shall always be entitled to and at liberty to exclusively utilize the said rights as also to the exclusive use of the said open terrace for themselves or to transfer, sell and dispose of the rights in the said terrace or portion or portions thereof to any other person. The purchaser shall not be entitled to raise any objection to such exclusive use or transfer by the Vendor/Developer of the open terrace. The only obligation of the Vendor/Developer

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shall be to provide in or above the open terrace space for water storage tank and/or for lift machinery and to permit overhead wires through in the Association/ociety/Building regulations to be formed by the purchaser.

(17) It is stated and expressly agreed and understood that the Developer is and shall be entitled to any development and/or extra and/or additional floor area (also which is and/or which may be made available and/or sanctioned in accordance with the building rules of the **Rajapur-Banarjan Municipality and/or Balkata Municipal Corporation**, and/or applicable local/authority referred to as the "AUTHORITY, P&C") and/or in pursuance of the Project/Buildings being designed as a Green Building, whereupon the Developer shall be entitled and shall be well within its right, at its sole and absolute discretion, to alter, modify, amend the P&C and to undertake any further and/or additional construction at the said Premises including constructing further upper floor above the proposed floor as a priority stands sanctioned (as a consequence thereof such floor may not remain as the proposed floor of the concerned Buildings) in accordance with the plan which has been/has to be sanctioned by the authority concerned and the Purchaser hereby consents to the same, and the Developer shall be entitled to conduct such further and/or additional construction with full working status at the Project/Buildings including all the Common Areas and Facilities as also the staircases, lifts, passages, passages, stairs and other well-understanding any temporary structure raised in the site and/or enjoyment of the said Apartments and/or Car parking space, and each of such further construction shall absolutely belong to the Developer who shall be entitled to deal with the same in such manner as the Developer may deem fit and proper and the Purchaser hereby agrees and understands not to do any act, deed or thing which may prevent the Developer from undertaking construction of and/or dealing with or otherwise transacting the aforesaid.

(18) Not to permit any sale or auction or public meeting or exhibition or display to be held upon the Balcony or porch or veranda to be done and/or upon the said Flat 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 or as a Meeting Room, Club House, Storage Room, Awareness or Entertainment Centre, Dining or Gaming Room, (Apartment) or a Meeting Place or for any commercial or industrial business whatsoever.

14.4 REGULATIONS

- (1) The lifts, corridors and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat/Unit/Apartment in the Building.
- (2) Children shall not play in the public halls, corridors or stairways and shall not be permitted in the wrong direction of the Building.
- (3) No Purchaser shall make or permit any disturbing noise in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers. No Developer shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in the apartment if the same shall disturb or annoy other occupants of the building. No Purchaser/Occupier shall give notice or unreasonable instructions at any time in order to induce sound emanating from a Flat/Unit/Apartment.
- (4) The Owner shall keep such Flat/Unit/Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown from floor to floor, the doors, windows, lavatories, telecommunication and any gas or other substances.

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- (6) No article shall be allowed to be placed on the Balcony or on the staircase landings of the towers and shall anything be hung or shaken from the front, windows, terraces or balconies or glass work on the outside walls of the Building. No banners or posters shall be placed or affixed to any surface without the prior approval of the Vendor.
- (7) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Vendor.
- (8) Notices and signs, notices or advertisements shall be displayed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendor and shall anything be projected out of any window of the building without similar approval.
- (9) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed and shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of water-closets or apparatus shall be paid for by the Flat/Unit/Apartment-owner in whose apartment it shall have been caused.
- (10) No fire or animal shall be kept or harboured in the common areas of the Building.
- (11) No live slaughter or process to be slaughtered any animal and/or fish nor do any act done or thing which may hurt or injure the sentiments of the other owners and/or occupants of the said residential complex.
- (12) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (13) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the representative of the Building may direct.
- (14) No vehicle belonging to a Parliament or to a member of the family or guest, sub-tenant or employee of a tenant shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (15) These house rules may be added to, amended or repealed at any time by the Developer and after formation, by the Society / Association.
- 8.3 Until formation of such Holding Organisation, the Developer shall manage and maintain the said building and the common parts thereof.
- 8.4 The Parliament hereby agrees that:
- (a) The Purchaser shall pay regularly and periodically within 7th day of every month, the amount required as described in the DEED SCHEDULE hereunder in respect of each unit as may be decided, determined and apportioned by the Developer to be payable from the date of possession to the Developer and upon formation and transfer of management of the building to the Holding Organisation such payments are required to be made without any objection or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be applied to the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Flat/Unit/Apartment only and proportionately for the building as a whole. The maintenance of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. After the formation of the Holding Organisation the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organisation.
- (c) So long as each Flat/Unit/Apartment in the said premises shall not be separately mortgaged and registered the Purchaser shall pay the proportionate share of all rates and taxes assessed on the said premises including the charges for use of electricity which is transmitted to the Developer from the date of possession. Such proportion is to be determined by the Developer on the basis of the use of each Flat/Unit/Apartment in the said building.

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- (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as allowed the Purchaser shall be liable to pay interest at the rate of 12% per annum on amount outstanding and further that if such default continues beyond 30 days, the Developer or upon formation of Holding Organisation, Such Holding Organisation shall be at liberty to discontinue and / or suspend all essential services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central ventilation, etc. till such time when interest are paid and shall also be liable to pay the aforesaid expenses for such suspension period as well as reconnection charge.

ARTICLE 22 - HOLDING ORGANISATION - MAINTENANCE CHARGES

- 22.1 Immediately upon completion of the said New Building, or soon thereafter the Developer shall cause a Holding Organisation, which may be a Residents Association, Facility Management Company, Company, Society or Committee of the Flat/Unit/Apartment Owners (hereinafter referred to as the HOLDING ORGANISATION) as per Section 10 of the West Bengal (Regulation of Promotion of Construction and Transfer by Homeless Act, 1995 with such rules and regulations as shall be prescribed by the Advocate and Engineer, Vendor/ Developer and said Holding Organisation will take control and will be entitled to send for contractors/parts and persons including the consultants to the said new building and shall be responsible for condition of common parts such as common services ducts and particularly mentioned and described as the COMMON SERVICES (hereinafter referred to as the COMMON SERVICES) and the Purchaser has agreed to become a member of such Holding Organisation and in any event this Agreement shall be treated as the consent of the Purchaser to become a member of such Holding Organisation and will be bound by the Rules and Regulations as may be framed by such Holding Organisation.
- 22.2 Until such time with Holding Organisation is incorporated and/or formed, the Purchaser shall remain liable to make payment of the Maintenance Charges to the Developer or to any person who may be authorised by them and in the event of the Developer failing to accept the Management of the common parts and persons and condition of common services to any Facility Management Company (hereinafter referred to as the FMC) Developer shall be entitled to do so and the Purchaser shall be liable and agree to make payment of the Maintenance Charges to the FMC and Service Tax, GST, or any other Govt. Levy, if any, etc. as applicable.
- 22.3 If at any time the Developer shall decide and in this regard the decision of the Developer shall be binding on the Purchaser, the Purchaser, may entrust the Maintenance of the common parts and persons and condition of common services to an Ad-hoc Committee of Flat owners (hereinafter referred to as the AD-HOC COMMITTEE) and such Ad-hoc Committee shall comprise of such of the Flat owners who may be contacted by the Developer and the Purchaser shall be bound by the same.
- 22.4 The Purchaser consents that only the Vendor/Developer shall be entitled to negotiate with Holding Organisation with such terms and conditions as the Vendor/Developer may deem fit and proper and the Purchaser agrees to abide by such rules and regulations.
- 22.5 The Purchaser shall regularly and punctually make payment of the maintenance charges as may be determined by the Holding Organisation and till such time such Holding Organisation is formed the Purchaser shall be liable and agree to make payment of such maintenance charges month by month and every month regularly and punctually to the Developer without taking any objection whatsoever or howsoever.
- 22.6 The Purchaser acknowledges that payment of the said maintenance charges is essential for maintaining the structure of the said new building and also for the purpose of condition of common services and in the event of there being any default on the part of the Purchaser to make payment of

with maintenance charges, though if any amount is contractual (including Vendor / Developer and upon dissolution of such Holding Organisation, the Holding Organisation shall be at liberty to maintain and / or suspend all revenue services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central air-conditioning and such other with interest and cost and shall also be liable to pay the common expenses for such organisation, period as well as maintenance charges.

11.7 That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken control possession, he is liable to pay maintenance charges as stated in clause 11.6 mentioned hereinafter. It is further agreed, declared and undertaken by the Purchaser that in the event of assignment of maintenance charges continuing beyond the complete stage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Vendor / Developer in case till such time the HOLDING ORGANIZATION has not been formed, or to the HOLDING ORGANIZATION in case it is formed (amount of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularised and brought upto date.

ARTICLE 8 - ASSOCIATION FUND

11.8 It is hereby agreed between the Vendor / Developer and the Purchaser that the members of the Association shall be liable to contribute and deposit the amount of contribution for the common fund for the purpose of meeting the expenses for the maintenance charges as well as the water, electricity and other services which shall be necessary from time to time for the common fund and building. The Purchaser shall not be liable to contribute towards the common fund until the date of the HOVING ORGANIZATION formation, with the understanding that the Association fund money will not be used for interest and the said amount will be utilised for the common fund in the Association until it is formed after deducting a sum maintenance charges and other charges, if any.

ARTICLE 12 - DOCUMENTATION AND PROFESSIONAL CHARGE

11.9 Mr. Suresh Kumar Jain, Advocate at No. Old Chera House Street, Sakinaka-700 002, has prepared this Agreement and shall draw all papers, formalities and deeds required for and / or in connection with the various contract papers relating to the said building and formation of the Holding Organisation as envisaged herein and such documents containing references to be observed on the part of the parties herein as in the said agreement or the said Advocate be determined to be necessary and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Flat/Unit/Apartment owners and such costs and expenses shall be paid by the purchaser before taking physical possession of the said Flat/Unit/Apartment; the Purchaser despite his/her/its obligations to pay the registration and fees to the said Advocate shall be at liberty to consult any other lawyer/advocate for any independent advice (PROXY/POWER OF ATTORNEY) with consultation for independent advice will not absolve the Purchaser of his/her/its liability to pay the registration as herein provided by Mr. Suresh Kumar Jain. The fees and / or legal charges of the Advocate for preparation of this Agreement and the Sale Deed to be executed in previous level shall be Rs. 1,00,000/- (Rupees One Lakh only) and shall be paid by the Purchaser to the Advocate on account of the said legal charges and shall be Rs. 1,00,000/- (Rupees One Lakh only) to the extent of the date of possession or the date of execution of the Deed of Conveyance in respect of the said flat, whichever is earlier.

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- 11.8 The Buyer, registration charges and incidental expenses for and / or in relation to creation and registration of the Deed of Conveyance in respect of the said Flat/Unit/Apartment and the obtaining approval and licenses necessary for such transfer and also any other consents or acts required to be made for or in relation thereto shall be borne and paid by the Purchaser.
- 11.9 In case Vendor/ Developer fails and / or neglects to execute and register necessary Deed of Conveyance in favour of the Purchaser or its nominee/s then the Purchaser will be entitled to specific performance and other rights subject to payment of entire consideration money.

ARTICLE XX. TERMINATION

- 12.1 Time for payment and the performance and observance of the terms and conditions herein contained shall always remain at the essence of the contract.
- 12.2 In the event of the purchaser failing to make payment of any amount mentioned in this or terms of this agreement and / or failing to perform and observe any of the terms and conditions herein contained and on the part of the purchaser to be paid, performed and observed and if such default continues for a period of more than 30 (thirty) days then in that event without prejudice to any other right which the seller may have, the seller shall be entitled to terminate and/or determine this agreement with or without notice and without assigning any reason whatsoever or otherwise.
- 12.3 Upon such termination and/or determination the purchaser shall cease to have any right over and in respect of the said Flat and the Properties Appurtenant Thereto or under this Agreement and upon such termination and/or determination the Developer shall be entitled to forfeit a sum equivalent to 10% of the Total Consideration Amount as well by way of pre-liquidated damages and the Purchaser hereby consents to the same and the Developer shall refund the balance amount (hereinafter referred to as the **REFUNDABLE AMOUNT**) to the Purchaser and such refund shall take place only after the Developer have entered into an agreement for sale in respect of the said Flat with any other person and/or persons or 30 days from the date of such termination, whichever is earlier and upon such termination the Developer shall be entitled to enter into agreement for sale and transfer of the said Flat and Properties Appurtenant Thereto with any other person and/or persons without any obstruction and/or hindrance from the Purchaser except that the Purchaser shall be entitled to receive refund of the 'Refundable Amount' in the manner as intimation stated.
- 12.4 Upon such termination and/or determination, the Developer shall send a notice by registered to the Purchaser at the address of the Purchaser mentioned hereunder and such notice will be deemed delivered within 72 (seventy-two) hours of dispatch and via pre-registered delivery, parcel delivery, or by a reputable national overnight courier and in the event, the Purchaser doesn't make the payment for amount as demanded, together with the delayed period interest, if any, within seven days from the said deemed delivery of the notice, the Developer shall send a banker's Cheque/ Payorder for the said 'Refundable Amount' to the Purchaser at the address mentioned hereunder.
- 12.5 Subject to the Force majeure Events, the Developer shall be considered under a condition of default, if it Developer delays the construction and unless two consecutive construction related milestones has demands from the Purchaser hereunder consists of such named construction milestones; or if Developer changes the Plans substantially without the prior written of the Purchaser; or if Developer ceases construction over the Flat without obtaining prior permission of the Purchaser; or if Developer fails to provide ready to state in possession of the flat to the Purchaser within time period specified herein. For the purpose of this clause, 'ready to move in

SINGHANI ARKON PVT. LTD



Authorized Signatory / Director

possession shall mean that the Flat shall be in a habitable condition which is complete in all respect.

- 12.8 In case of default by Developer under the conditions (stated above), the Purchaser shall be entitled to (i) stop making any more payments to Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the installations and only thereafter the Purchaser will be required to make the next payment without any penal interest; (ii) the Purchaser shall have the option of terminating this Agreement by giving 30 (thirty) days notice to the Seller; in which case the Developer shall be liable to refund the entire moneys paid by the Purchaser under any bond whatsoever towards the purchase of the Unit and the Apartment Therein, along with simple interest @ 12% (Twelve Percent) per annum within 90 days of receiving the termination notice from the Purchaser; or (iii) where the bond fails to prove ready to move in possession of the Flat to the Purchaser within the time period specified and the Purchaser does not exercise termination option, the Developer shall pay to the Purchaser simple interest @ 12% (Twelve percent) per annum for the period commencing on and from the day possession was agreed to be given under this agreement till the date of actual handing over of the possession of the Flat to the Purchaser. Such interest shall be paid within 30 (thirty) days from the date of possession or as laid out over to the Purchaser.

ARTICLE XII - FORCE MAJEURE

- 12.1 The Vendor/Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Vendor/Developer to be performed and observed, if it is prevented by any of the conditions herein below :-
- (i) Fire, explosion, Natural calamity, Tsunami, any act of God, earthquakes, lightning, Flood and other catastrophic events weather conditions.
 - (ii) Riots, civil disturbances, insurrection, enemy action, embargoes, blockade or war.
 - (iii) Labour Unrest.
 - (iv) Any Local problem and / or local disturbances including fire loss that 48 hours and/or ongoing.
 - (v) Any prohibitory order from the court, statutory agency, Rajpur- Indrapur Municipality, Kolkata Municipal Corporation and/or any other authority.
 - (vi) The availability or irregular availability of essential inputs including electricity, fuel/energy, etc, water supply or sewerage disposal connection etc.
 - (vii) Any other reasonable circumstances beyond the control of the Developer.
 - (viii) Any delay in getting Computer Software from the Computer Software.

ARTICLE XIII - MISCELLANEOUS

- 13.1 It is hereby expressly agreed and declared that the dominion of the parties hereto is to sell and transfer the said Flat/Unit/Apartment to the Purchaser in terms of this agreement and it is not the intention in this agreement, to be construed to mean, conferring any interest.
- 13.2 The right of possession of the Purchaser in respect of the said Flat/Unit/Apartment shall arise only upon the Purchaser's fulfilling all the obligations as are contained in this agreement.
- 13.3 The Purchaser shall not be entitled to transfer, sell out, mortgage, grant lease in respect of the said Flat/Unit/Apartment without the consent in writing of the parties of the Vendor/Developer till such time the Purchaser has fulfilled all the obligations and the possession of the said Flat/Unit/Apartment has been obtained by the Purchaser.
- 13.4 It is agreed that the Purchaser within the 12 months from the date hereof is not entitled to assign and / or transfer his/her/its rights under this Agreement relating to the said Flat/Unit/Apartment to any party including the Vendor/Developer.

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Authorized Signatory / Director

- 14.5 After expiry of a period of 12 months from the date of commencement of this agreement, the purchaser shall be entitled to purchase any other premises and/or portions in this plan and shall for acquiring the said lot in terms of this agreement after obtaining consent from the Developer in writing and upon making payment of a sum of Rs. 10,000/- or such by way of consideration cost and the transferor and/or assignor or the user may be shall be bound by the terms and conditions of this agreement.
- 14.6 The right of the purchaser shall remain restricted to the said Flat/Unit/Apartment and in no event the Purchaser shall be entitled and hereby agree not to claim any right in respect of the other parts or portions of the said building and the said premises or any part or portion thereof.
- 14.7 It is hereby agreed and clarified that the rights of the Purchaser shall remain restricted to the said Flat/Unit/Apartment and proportionate share in all common parts portions areas and facilities and the Purchaser shall not entitled to claim any right over and in respect of the other portions of the said premises or the building.
- 14.8 The Building or the said premises shall be known by the name of "SEDER HOUSING" and the address shall not be changed under any circumstances.
- 14.9 The Purchaser shall be liable and agree to make payment of the amounts payable as arrears of the Service Tax, Sales Tax, GST/VAT or any other statutory liability in respect of the said flat and/or the Parking Space without making any objection whatsoever or otherwise. The GST/Service Tax shall be charged only on the flat/ Car Parking rates as per prevailing GST/Service Tax rates. The Purchaser shall be liable to pay the said amount of GST/Service Tax as well as any other charges relating to GST/ Service Tax, if imposed in future, in case of any change in the rates for the said.
- 14.10 This Agreement is being signed in duplicate and each of them would be treated as the original. It shall be the obligation of the Purchaser to cause this agreement to be registered upon making payment of Stamp Duty and Registration Charges payable in respect thereof and the Vendor/Developer will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses including thereon shall be paid, borne and discharged by the Purchaser and in the event the Developer/ vendor being entitled with any liability on account of stamp duty and registration charges or otherwise and any Vendor/Developer (adventured and joint venture) firm and all costs items taxes dues and proceedings.
- 14.11 The Purchaser shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Purchaser to get the Agreement registered and the Vendor/Developer will appear before the authorities for advising the registration of this Agreement. The Purchaser shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.
- 14.12 This Agreement is personal and the Purchaser shall not be entitled to transfer, in part, mortgage, grant lease or in respect of the said Flat/Unit/Apartment without the consent in writing of the Vendor/Developer until such time the full amount of consideration has been paid by the Purchaser to the Vendor/ Developer and the Purchaser performing and observing all the other terms and conditions herein contained and as the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration wherein the Purchaser shall be entitled to let out, grant, lease and / or mortgage and / or to let out and deal with the said Flat/Unit/Apartment for which no further consent of the Vendor/Developer shall be required.
- 14.13 For the purpose of siting the said Flat/Unit/Apartment in the abovesaid Building, the Purchaser will be entitled to apply for and obtain necessary assistance from banks and other

financial institution but in no event the Vendor / Developer will be held or assumed any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.

- 14.14 The Vendor, Developer and the Purchaser has entered into this Agreement purely on principal basis and nothing stated herein shall be deemed to constitute any association of persons. Each party shall keep the other party duly indemnified from and against the same.
- 14.15 For the purpose of facilitating the construction of the said building premises for Developer / Vendor may apply for and obtain financial assistance from banks and other financial institutions.
- 14.16 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be cancelled or waived except by written consent by both the parties. The Purchaser acknowledges upon signing this agreement no conditions, stipulations, representations, guarantees or restrictions have been made by the Vendor / Developer other than what is specifically set forth herein. In the event of any of the clauses becoming void and / or unenforceable then and in that event the other clauses shall survive.
- 14.17 This Agreement supersedes all other agreements, arrangements, understanding or brookers and in no event the Purchaser shall be entitled to set up any such Agreement.
- 14.18 The Purchaser has agreed to keep in deposit an amount as and by way of Association Fund / Development Fund with the Developer and or its Successor / Holding Organisation as hereinafter provided and such amount to be utilised and / or is likely to be utilised for meeting any capital expenditure which may be necessary and / or required for the benefit of all the Purchaser of the various Flat/Units / Apartments of the said Building at the said Premises.
- 14.19 It is clearly understood that all the provisions herein and obligations

ARTICLE XX - NOTICE

- 15.1 All notices under this Agreement shall be given in writing, postage prepaid, by personal delivery, or by a reputable national overnight courier, at the address listed below. Notices will be deemed delivered within twenty four (24) hours of dispatch if sent via courier / mail and within 72 hours if sent by the post in the event of the same being sent via parcel post delivery, personal delivery, or by a reputable national overnight courier, at the address listed below. The address for such purposes is:

To the Vendor:

Address

M/s. Madhav Estates Private Limited,
17/1 Lakshmiwade Terrace, Taty House,
Kolkata - 700 028.

To the Developer/ Seller:

Address

M/s. Bhagywati Estates Private Limited,
17/1 Lakshmiwade Terrace, Taty House,
Kolkata - 700 028.

To the Purchaser:

Address

NO. _____

SHAGIRATHI AGGARWAL PVT LTD

Authorized Signatory / Director

ARTICLE 35 - DISPUTE RESOLUTION

- 14.1 The Parties agree to cooperate in good faith to resolve any dispute between themselves regarding this Agreement within 45 (forty five) days of any such dispute first being raised by either party.
- 14.2 If the negotiations as above, fails then, all the disputes and differences between the parties herein regarding the construction or interpretation of any of the terms and conditions herein contained or touching their process or determination of any liability shall be decided in accordance with the provisions of the Provision's Act.
- 14.3 If the negotiations as above, fails then, all the disputes and differences between the parties herein regarding the construction or interpretation of any of the terms and conditions herein contained or touching their process or determination of any liability shall be referred to said Arbitrator of Mr. Sanjay Kumar Jais, Advocate, of B, Old Cross Street, Kolkata- 700 071 in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other modification or replacement thereof for the time being in force.
- 14.4 The Vendor/ Constructing Parties/ Developer and the Purchaser shall not commence legal proceedings or to hire any Arbitrator appointed in the said provisions or for such building unless the same is first referred for arbitration and the Arbitrator has given its award.
- 14.5 The Arbitrator shall have necessary powers.
- 14.6 The Arbitrator shall have the right to give interim awards and Directions.

ARTICLE 36 - JURISDICTION

- 17.1 Courts at Kolkata shall have jurisdiction to entertain and try all causes suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

THE SAID PREMISES

ALL THAT piece and parcel of land measuring more or less 12 (Twenty Two) Kattaks 06 (Nine) Chatak 44 (Fifty Four) Sqft. more or less and being parcel No. 962, UTTAR PINDA PARTABAI, KOLKATA - 700084, commonly known as "KISH KONDOP" adjoining to R.S. Dag No - 4029, 4030, 4071, 4080 and 4081 under R.S. Division no. 39 and 1007 of Manas & Barabara Panchal, Police Station - Sonarpur, under Rajpur-Sonarpur Municipality Ward No. 26, within the limit of District South 24 Parganas, West Bengal.

ON THE NORTH : Land of R. S. Dag No. 4071 (7) & 4072.

ON THE SOUTH : Land of R. S. Dag No. 4029 (7) & 4030 & municipal road.

ON THE EAST : Land of R. S. Dag No. 8179 & other's land.

ON THE WEST : Land of R. S. Dag No. 4071 (7).

OR HOWSOEVER OTHERWISE the same may now or be or hereafter were or was situated, situate, bounded, called, known, numbered, described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

THE SAID PROPOSED FLAT AND THE PROPERTIES APPOINTMENT THEREIN

ALL THAT the Flat/Flat/s in or portion of the New building being UNITY FLAT NO. --- consisting by measurements a Carpet Area of ----- SF, equivalent to --- SFT. WHICH BUILT UP AREA, be situate here or here on a portion of the ----- FLOOR of BLOCK --- of the New building now known as " KISH KONDOP" at the said premises and shown in the plan annexed hereto duly bounded by "RED" Dotted DOCKTICK WITH right to park ONE small, medium word motor car in the COVERED CAR PARKING SPACE on the ground floor of the said building complex to be specifically allotted and demarcated by the Vendor at the date of possession TOGETHER WITH

SANGHAI REAL ESTATE PVT. LTD.



Authorized Signatory / Director

proportions included and described in the Third Schedule hereto shall in the Floor Area and
Installation statement and described in the Third Schedule hereto shall in the
and that **AND TOGETHER WITH** proportions included and described in the
Third Schedule hereto shall in the Floor Area and Installation statement and described in the
Third Schedule hereto shall in the Floor Area and Installation statement and described in the

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON FACILITIES PROVIDED)**

1. The building, including, stairs, elevator, corridors, lobbies, stair, entrance landings, entrance, and exit passages.
2. Tables and benches for use of tenants, visitors, maintenance staff of the premises.
3. The sanitary & maintenance staff rest rooms with electrical wiring, switches and points, storage and furniture.
4. Trunklines, electrical wiring, cables, fittings and fixtures for lighting the staircase lobby and other common areas including those as are provided for any particular flat/unit/apartment and access required therefor.
5. Windows/doors/grills and other fittings of the common areas of the premises.
6. Passenger lift/ elevators with all installations, accessories and equipments (including lift machine room and lift shaft) for servicing the same and lift shafts on all floors.
7. Electrical sub-station, Electrical Control Panels and accessories, subject to necessary provisions.
8. Water Pump and sewage pumping installations for pumping of water from underground water tanks to the overheads on the roof.
9. Standby diesel generator set for emergency lights as well as for operation of lifts and pumps during power failure and rain/water overflow.
10. Drainage and sewerage (sanitary) pipes from the flats to drains and sewers connected to the Sewer Building.
11. Drain/ waste of the Sewer Building, Sanitation walls, Drainage Wells and Man/ pits in the Sewer Building and the premises.
12. Overhead Water Tank and underground water over- or sub distribution pipes from roof extending to different flats, if any, and lines for underground water reservoir in the overhead water tanks.
13. Such other essential parts, areas, equipments, installations, fittings, fittings, covered and open spaces as or about the said Premises and / or the building or an extension) the purpose is or use and occupancy of the Flat/Unit/ Apartment as are necessary.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON FACILITIES PROVIDED)
BAGL - I**

The common facilities provided by the Purchaser to the Vendor for use of the said flat and proportions included above in the common areas and installations and the said areas in the said premises shall be as follows:-

- 1. Provision made for the said flat/unit
- 2. Together with right to park ONE (one) car/ rickshaw
- 3. and make use of the OPEN/ COVERED CAR PARKING SPACE in the said building complex.

By: _____

(Name: _____)

SHRIGIRATHI ALABAM PVT. LTD.

Authorized Signatory / Director

* Including Service Tax/ GST, which shall be payable by the Purchaser to the Vendor/ Developer, as applicable, as per prevailing rates.

PART-4

The amount mentioned in PART-4 hereinafter shall be paid by the Purchaser to the Vendor as mentioned as follows:

On Execution of this Agreement;	10%
On Completion of Foundations	10%
On Completion of 1 st Floor Slab	10%
On Completion of 2 nd Floor Slab	10%
On Completion of 3 rd Floor Slab	10%
On Completion of Roof Casting	10%
On Completion of Internal Plaster	10%
On or before the date of possession	10%

3) Time for payment shall always be the essence of these payments.

4) All payments shall be paid at the registered office of the Developer and all cheques shall be payable in favour of the said Developer. M/S. BHADRATHI ARANGAN PRIVATE LIMITED agrees proper receipts being granted by the Vendor, it being expressly agreed that the Purchaser shall not be entitled and agree not to set up any oral agreement regarding the payments and the performance and observance of the terms and conditions herein contained or regarding any violation or non-observance of the terms and conditions herein contained unless confirmed by the Vendor/ Developer as the case may be in writing.

5) The Purchaser has also agreed to pay to the Vendor/ Developer in addition to the contractual/contractual provisions/ provisions all applicable statutory outgoings and expenses, including all charges and costs for any alterations in the work item or any other extra business / specifications in construction etc. which the Vendor/ Developer may on a later date decide to provide which is promptly and taken into consideration.

6) In addition to the above-mentioned, the Purchaser shall also comply with the Vendor/ Developer work/ or their respective, the statutory orders of which are mentioned in the **ANNEXURE SCHEDULE** hereunder annexed and payment of such amounts shall be made at or before being proceeded of the said time.

7) In the event of non-payment of any of the amounts agreed to be paid to the Purchaser, the Purchaser shall be liable and the Vendor/ Developer shall be entitled to recover a rate of 12% per annum and this will be without prejudice to any of the other rights and remedies which the Vendor/ Developer may have against the Purchaser including the right of termination of this Agreement as hereinafter provided.

THE FURTHER SCHEDULE ABOVE REFERRED TO

APPLICATIONS

Structure

RCC-based structure with anti-termite treatment as specified.
Concrete used: Ashoka, GCL, Lafarge, Ultratech, Beta, ACC, Ramco*.

BHADRATHI ARANGAN PRIVATE LIMITED

Authorized Signatory / Director

- Windows**
 - Eco-friendly, premium finished with Anodized coated profiles (AFC) blocks used for better quality, thermal insulation, reduction of noise.
- Doors**
 - Modern designs, conforming to contemporary designs.
- Internal Finish**
 - Paint by certified *Nippon/Berger* suppliers, and other colors as applicable.
- Lobby**
 - Smoothly finished & polished tiles.
- Doors & Hardware**
 - Quality wooden doors with solid core flush doors. Door handles of *Geberit/Wigflex/ Yale*. Main door with premium stainless steel handle set, *epoxide*. Main door lock by *Geberit/Yale*.
- Internal Balak**
 - Wall Carp.
- Windows**
 - Glass windows / Powder coated aluminium sliding windows with dual glass using high quality aluminium and weather safe. Large Aluminium Windows in Living Room balcony.
- Flirting**
 - Finished tile in bedrooms / living / dining / kitchen. Heavy Chassis in kitchen. Premium Ceramic tile in lobby.
- Kitchen counter**
 - Granite slab with stainless steel sink.
Wall tile up to 2 meter high above counter.
- Toilets**
 - Hot and Cold water hot pressure with CPVC pipes.
CPVCs including *Health Power* or *Agro-Blocker/Blocker*.
Taps of ceramic tile up to knee height.
Sanitaryware with *IFC* with ceramic glaze and tone of *Waller/Agro/Blocker*.
Faucet of *Agro/Blocker/Agro/Blocker*.
- Roofing**
 - Percentage Life of Roof.
- Electrical**
 - in Certified *Polysab/Novo/PA Kabel* copper wiring with modular outlets of *Avcher/Amco/Schneider Electric*.
BTU & Telephone points in master bedroom and living room.
of Two Light Points, one Fan Point, two SA points in all bedrooms.
of One 15A Geyser point in all toilets.
of One 15A & one 5A points, one 5A submeter point, and submeter for power in kitchen.

QUANTUM ASIAN PVT LTD

Authorized Signatory / Director

- 3. One AC panel in master bedroom.
- 4. One working machine panel in the kitchen.
- 5. Modern NICOs and Chandeliers of Brand/Model/Make/Color.

- Water Supply**
 - Underground and Overhead storage tanks of suitable capacity.
 - Suitable Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir.
- Leakage**
 - Professionally designed and executed waterproofing.
- Generator**
 - 24 hour power backup for all critical systems. Generator back up of 100 KW for 1 bedroom flats, 150 KW for 2 bedrooms flats and 200 KW for 3 bedrooms flats.
- Security**
 - CCTV cameras, Intruder facility and 24/7 Security Personnel.

- The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

THE RENT SCHEDULE ABOVE REFERRED TO (Maintenance Charges)

- 1. MAINTENANCE :** All costs and expenses for maintaining, when needed, painting, repainting, repairing, reworking, redecorating, renewing and replacing the main structure, all the Common Area and Sanitation services machinery, equipments, installations and accessories for common service utilities and facilities (including the outer walls of the New Building) gates and main pipes, drains and electric cables and wires to, inside or upon the New Building, staircase of the New Building and the boundary walls of the New Building.
- 2. OPERATIONAL :** All expenses for running and operating, working and maintenance of all machinery, equipments, installations and accessories for common facilities and utilities (including grounds, lifts, water pump with motor etc.) and all costs for - cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining site open in good and repaired condition.
- 3. STAFF :** The salaries of and all other expenses in the well including - janitors, officers, clerks, bill-collector, liftman, cleaners, gardener, sweepers, caretakers, electrician, painters and other persons to be employed for the common purposes (including house and other maintenance and services).
- 4. ASSOCIATION :** Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Society or any agency coming after the General Purposes until holding over the same to the Association.

Authorised Signatory: _____

Authorised Signatory: _____

6. **TAXES** : Municipal and other taxes, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

8. **COMMON UTILITIES** : Expenses for working, supply of domestic facilities and utilities and all charges incidental thereto.

7. **RESERVE** : Creation of funds for replacement, maintenance and for other periodic expenses.

8. **OTHERS** : All other expenses and/or outgoings including litigation expenses as set out provided by the Vendor and/or the Association or Holding Organization for the Common Property.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO,
(Main Charges & Deposits)**

1) The full amount of Service Charges and other periodic payments to the HOA/CONDOMINIUM for using, maintaining, repairing in respect of the said premises appropriate share of the total amount of electricity, Deposit and other costs payable to the HOA/CONDOMINIUM for the period between the commencement of the project and completion of the project.

2) Proprietary costs charges and expenses for electrical installation, etc. (including meter and other related equipment and associated costs) for the premises, as per actual, to be incurred by the Developer for the said.

3) Proprietary costs, charges and expenses for electrical and other related equipment and accessories including installation of the same for supply of power to units and including the cost of any other work necessary during period of construction to be incurred by the Developer for the same.

4) Cost charges and expenses for creation of the Association, being Rs. 3,000/- (Three Thousand Rupees).

5) The amount for development charges and other taxes, Sales Tax, VAT, Service Tax and other tax levies and duties and charges that may be charged by the government for the said premises for the period of construction which shall include period of utility connection and so on.

6) An amount to be borne and shared by the members which may deposit with the bank standing with the Vendor, Developer, Joint Vendor/Developer, Managing Company, a bank authorized by the HOA/CONDOMINIUM or any other bank approved by the HOA/CONDOMINIUM. The said bank will receive and deposit with the Vendor/Developer from the project sales proceeds, charges and periodic payments towards the other various expenses including those mentioned in the SEVENTH SCHEDULE hereinafter set out in respect of the said Association. Fund constituted out here and referred to as the said fund will be controlled by the Vendor/Developer in the absence of the HOA/CONDOMINIUM and after obtaining input maintenance charges and other charges if any.

7) Cost charges and expenses towards HOA/CONDOMINIUM and Association of the Vendor/Developer and so on.

8) An amount to be shared between the Vendor/Developer and the HOA/CONDOMINIUM for the maintenance of the common property and other expenses as per projecting maintenance cost.

THAMMATHI ARJAN PVT. LTD.

Authorized Representative (Director)

RECEIVED of and from the within named payee
 with a stipulated sum of Rs. _____/- (Rupees
 _____) ONLY being the consideration
 amount in Part as per annex below:

MEMO OF CONSIDERATION

1	By Cheque No. _____ dated _____ drawn on _____, Kolkata.	Rs. _____/-
2	By Cheque No. _____ dated _____ drawn on _____, Kolkata.	Rs. _____/-
3	By Cheque No. _____ dated _____ drawn on _____, Kolkata.	Rs. _____/-
4	By Cheque No. _____ dated _____ drawn on _____, Kolkata.	Rs. _____/-
TOTAL AMOUNT RECEIVED:		Rs. _____/-

Witness

SIGNATURE OF RECEIVED

BARINATH DEBAN PVT LTD

 Authorized Signatory / Director

DATED _____ DAY OF _____ 2017

AGREEMENT FOR SALE

BETWEEN

**M/S. MADHUK ENCLAVE PRIVATE LIMITED
& OTHERS**

— VENDOR

&

M/S. BHADRATHI ANSAR PRIVATE LIMITED

— DEVELOPER

&

MR. _____ &

MRS. _____

— PURCHASER

FLAT/ UNIT NO. _____

FLOOR _____

BLOCK _____

BHADRATHI ANSAR PVT. LTD.

[Signature]
Authorized Signatory - Director