

## **Agreement for Sale**

This Agreement for Sale executed on this ..... day of ..... 2018 ,

### **Between**

**M/S. NORTECH PROPERTY PRIVATE LIMITED, (CIN : -----),** Holding PAN : **AACCN0602N**, a Private Limited Company, within the meaning of Companies Act, 1956, as extended by the Companies Act' 2013, having its Registered Office at 17/1, Lansdowne Terrace, P. S. – Lake, Kolkata -700 026 and represented by its Authorised

Signatory, Mr. -----, son of Mr. -----, hereinafter called and referred to as the **“DEVELOPER/ SELLER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors, successors in office and assigns etc.) of the **FIRST PART.**

**AND**

(1) M/S. **ARROWLINE TOWERS PVT. LTD;** holding PAN: **AAKCA9765F**, (2) M/S. **ARROWSPACE TOWERS PVT. LTD;** holding PAN: **AALCA0239M**, (3) M/S. **AUROPLUS BUILDERS PVT. LTD**, holding PAN: **AALCA0240N**; (4) M/S. **BHAVSAGAR NIKETAN PVT. LTD**, holding PAN: **AAFCEB2200D**, (5) M/S. **BLOCKDEAL COMPLEX PVT. LTD.** , holding PAN : **AAFCEB2198G**, (6) M/S. **BLUELAND RESIDENCY PVT. LTD.** , holding PAN : **AAFCEB2196J**, (7) M/S. **BLUEMOTION REALCON PVT. LTD;** holding PAN : **AAFCEB2199H**, (8) M/S. **BOSSLIFE PROJECTS PVT. LTD.**, holding PAN: **AAECM1849C** , (9) M/S. **CAPABLE TOWERS PVT. LTD.**, holding PAN: **AAFCC0168F** , (10) M/S. **DHARMIK AWAS PVT. LTD;** holding PAN: **AAECD4200E**, (11) M/S. **FABERT PROCON PVT. LTD.** , holding PAN- **AACCF0654J**, (12) M/S. **FLOWTOP HIGHRISE PVT. LTD.** , holding PAN : **AACCF07884H** (13) M/S. **GOODSIDE BUILDERS PVT. LTD.** , holding PAN : **AAECG9301K** , (14) M/S. **KOTIRATAN NIRMAN PVT. LTD** , holding PAN : **AAECK9380J** , (15) M/S. **MAKELIFE DEVELOPERS PVT. LTD** holding PAN : **AAICM2204R** , (16) M/S. **MEANTIME HOMES PVT. LTD.**, holding PAN : **AAICM1899E**, (17) M/S. **MEGAPIX DEVELOPERS PVT. LTD.** , holding PAN : **AAICM 2207N**, (18) M/S. **MOONLINK RESIDENCY PVT. LTD.** , holding PAN : **AAICM2205Q**, (19) M/S. **MOONVIEW PLAZZA PVT. LTD.** , holding PAN : **AAICM2206P**, (20) M/S. **MUSKAN PLAZZA PVT. LTD.** , holding PAN : **AAICM 4797P**, (21) M/S. **NEMINATH NIRMAN PVT. LTD.**, holding PAN : **AAECN1464E**, (22) M/S. **OVVAL BUILDCON PVT. LTD.** , holding PAN : **AABCO7371C**, (23) M/S. **OVERGROW COMPLEX PVT. LTD** , holding PAN : **AABCO7304D**, (24) M/S. **OVERTOP INFRAHOMES PVT. LTD.** , holding PAN : **AABCO7370D**, (25) M/S. **PANCHMURTI INFRASTRUCTURE PVT. LTD.** , holding PAN : **AAGCP8439H**, (26) M/S. **PREMKUNJ NIKETAN PVT. LTD.** , holding PAN : **AAGCP8440A**, (27) M/S.

**FUNIDEA CONCLAVE PVT. LTD** , holding PAN : **AAECV2533V** , all the aforesaid Companies No. 1 to 27 have their respective Registered Offices at, **17/1, LANSDOWNE TERRACE, KOLKATA -700 026, P. O. – KALIGHAT, P. S. – LAKE , AND (29) M/S. GOODPOINT DEVELOPERS PVT. LTD,** holding PAN : **AAECG9773H**, (30) **M/S. HULBERT CONCLAVE PVT. LTD.,** holding PAN : **AADCH0576Q**, (31) **M/S. SHIVAMANI PROPERTIES PVT. LTD.,** holding PAN : **AASCS3281N** , the aforesaid Companies No. 28 to 30 have their respective Registered Offices, **344, MAHATMA GANDHI ROAD, KOLKATA – 700 104, P. O. – R. C. THAKURANI, P. S. – HARIDVPUR , AND (31) M/S. NORTECH PROPERTY PRIVATE LIMITED,** holding PAN : **AACCN0206N**, having its Registered Offices at, **17/1, LANSDOWNE TERRACE, KOLKATA -700 026, P. O. – KALIGHAT, P. S. – LAKE**, all Private Limited Companies within the meaning of the Companies Act, 1956 as extended by the Companies Act, 2013 and represented by their respective Authorised Signatory, Mr. -----, son of Mr. -----, hereinafter, jointly, called and referred to as the **‘VENDOR/OWNER’** (which expression unless excluded by or repugnant to the subject or context to be deemed and include its Successors-in-interest, agents and assigns etc.) of the **SECOND PART.**

**AND**

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding PAN : -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- **AND (2) MRS.** -----, wife of Mr. -----, aged about ----- years, holding PAN : -----, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. S. : -----, hereinafter, jointly, called and referred to as the **‘PURCHASER/ALLOTTEE’** (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART.**

The Vendor, Developer and the Purchaser(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

#### **INTERPRETATIONS/ DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017;
- (b) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means the section of the Act.

#### **WHEREAS THE DEVELOPER DECLARES THAT,-**

**WHEREAS** by virtue of a Registered **Deed of Conveyance** dated **7<sup>th</sup> August 2010** one **SRI MADHUSUDAN PATRA**, being the Vendor therein, sold conveyed and transferred a plot of land admeasuring **30 Kattahs 04 Chittaks 01 Sqft.** , more or less, lying and situate at Premises No. 27, Balaka, Kolkata 700 104 comprised in R. S. Dag No. 267, 269 & 271 under R. S. Khatian No. 31 corresponding to **L. R. Dag** no. - 502, 504 & 506, in **Mouza** – Ramchandrapur, Police Station – Haridevpur (Formerly -

Thakurpukur), J. L. No. - 31, R.S. no. 333, Touzi No. 1 to 6, 8 to 10, 12 to 16, within the limits of **Kolkata Municipal Corporation Ward No. 142**, previously under Joka – I, Gram Panchayet, District South 24 Parganas, West Bengal to one **M/S. NORTECH PROPERTY PRIVATE LIMITED**, being the purchaser therein and the said deed was duly registered in the office of DSR - II South 24- Parganas, and recorded in Book No. - I, CD Volume No. - 29, written in pages from 6237 to 6260, being **Deed No. 08236** for the year **2010**.

**AND FURTHER WHEREAS** by virtue of a Registered **Deed of Conveyance** dated **7<sup>th</sup> August 2010** one (1) **SMT. SAMPATTI PATRA**, wife of Late Khagendra Nath Patra, (2) **SHRI SANKAR KUMAR PATRA**, (3) **SRI BHAKTA PATRA**, (4) **SHRI KARTIK PATRA**, (5) **SHRI GANESH PATRA**, (6) **SHRI SUROJIT PATRA**, (7) **SHRI BISWAJIT PATRA**, all sons of Late Khagendra Nath Patra AND (8) **SMT. JHARNA MONDAL**, daughter of Late Khagendra Nath Patra and married to Sri Haran Mondal, jointly, sold conveyed and transferred a plot of land admeasuring **39 Kattahs 06 Chittaks 19 Sqft.**, more or less, lying and situate at Mouza - Ramchandrapur, Pargana – Magura, appertaining to R. S. Dag No. 265, 267, 269 and 271 under R.S. Khatian No. 31, corresponding to L. R. Dag No. 317, 502, 504 and 506, Touzi No. 1 to 6, 8 to 10, 12 to 16, J. L. No. - 31, R. S. No – 333, within the limits of **Kolkata Municipal Corporation Ward No. 142**, previously under Joka – I, Gram Panchayet, District South 24 Parganas, West Bengal to one **M/S. NORTECH PROPERTY PRIVATE LIMITED**, and the said Deed was duly registered at the office of DSR - II, South 24- Parganas, and recorded in Book No. - I, CD Volume No. 29, written in pages from 6287 to 6324, being **Deed No. 08238** for the year **2010**.

**AND WHEREAS** while the said **M/S. NORTECH PROPERTY PRIVATE LIMITED** has been enjoying the right, title, interest and possession in respect of the property measuring **69 Kattahs 10 Chittaks 20 Sqft.**, more or less, situated within Mouza - Ramchandrapur, Pargana – Magura appertaining to L. R. Dag No. 317, 502, 504 and 506, Touzi No. 1 to 6, 8 to 10, 12 to 16, J. L. No. - 31, R. S. No – 333, within the limits of **Kolkata Municipal Corporation Ward No. 142**, previously under Joka – I,

Gram Panchayet, District South 24 Parganas, West Bengal, mutated its name before the B. L. & L. R. O. Authority and had been recorded in L. R. Khatian No. – 2681 appertaining to L. R. Dag No. 317, 502, 504 & 506.

**AND FURTHER WHEREAS** by virtue of a Registered **Deed of Conveyance** dated **7<sup>th</sup> November 2013** the said **M/S. NORTECH PROPERTY PRIVATE LIMITED**, sold, conveyed and transferred the undivided plot of land admeasuring altogether area about **63 Kattahs 10 Chattaks 20 Sqft.**, more or less, out of total **69 Cottah 10 Chittaks 20 Sqft.** of land lying and situated at Mouza - Ramchandrapur, Paragana Magura, appertaining to L. R. Dag No. 317, 502, 504 and 506 L. R. Khatian No. 2681 Touzi No. 1 to 6, 8 to 10, 12 to 16, J. L. No. 31, R.S. No 333, presently within the limits of **Kolkata Municipal Corporation Ward No. 142** , previously under Joka – I, Gram Panchayet, District South 24 Parganas, West Bengal, together with the structures standing thereon (more fully and particularly mentioned and described in **PART I of the SECOND SCHEDULE** hereunder written to (1) **M/s. Arrowline Towers Private Limited**, (2) **M/s. Arrowspace Towers Private Limited**, (3) **M/s. Auroplus Builders Private Limited**, (4) **M/s. Bhavsagar Niketan Private Limited**, (5) **M/s. Blockdeal Complex Private Limited**, (6) **M/s. Blueland Residency Private Limited**, (7) **M/s. Bluemotion Realcon Private Limited** (8) **M/s. Bosslife Projects Private Limited** , (9) **M/s. Capable Towers Private Limited**, (10) **M/s. Dharmik Awas Private Limited**, (11) **M/s. Fabert Procon Private Limited** (12) **M/s. Flowtop Hirise Private Limited**, (13) **M/s. Goodpoint Developers Private Limited**, (14) **M/s. Goodside Builders Private Limited**, (15) **M/s. Hulbert Conclave Private Limited**, (16) **M/s. Kotiratan Nirman Private Limited**, (17) **M/s. Makelife Developers Private Limited**, (18) **M/s. Meantime Homes Private Limited**, (19) **M/s. Megapix Developers Private Limited**, (20) **M/s. Moonlink Residency Private Limited**, (21) **M/s. Moonview Plaza Private Limited**, (22) **M/s. Muskan Plaza Private Limited**, (23) **M/s. Neminath Nirman Private Limited**, (24) **M/s. Oval Bluildcon Private Limited**, (25) **M/s. Overgrow Complex Private Limited**, (26) **M/s. Overtop Infrahomes Private Limited**, (27) **M/s. Panchmurti Infrastructure Private Limited**, (28) **M/s. Premkunj Niketan Private**

**Limited, (29) M/s. Shivamani Properties Private Limited and (30) M/s. Funidea Conclave Private Limited** , Second Party/Owners, herein and the said Deed was duly registered at the office of A.D.S.R. , Behala being **Deed No. 9026** for the year **2013**.

**AND WHEREAS** in pursuance to purchase by virtue of aforesaid Registered Deed of Conveyance, First Party/Owners become the owners of the said undivided plot of land admeasuring **63 Kattahs 10 Chattaks 20 Sqft.** lying and situated at Mouza - Ramchandrapur, Paragana - Magura, pertaining to L. R. Dag No. 317, 502, 504 and 506 under L.R. Khatian No. 2681 Touzi No. 1 to 6, 8 to 10, 12 to 16, J.L. No. 31, R.S. No 333 within the limits of **Kolkata Municipal Corporation Ward No. 142**, previously under Joka – I, Gram Panchayet, District South 24 Parganas, West Bengal, morefully and particularly described in the **PART – I of FIRST SCHEDULE** hereunder.

**AND WHEREAS M/S. NORTECH PROPERTY PRIVATE LIMITED**, is still enjoying its right, title and interest on **ALL THAT** the remaining undivided and undemarcated portion of the said Plot of Land lying and situated at Mouza - Ramchandrapur, Paragana - Magura, corresponding to L. R. Dag No. 317, 502, 504 and 506 under L.R. Khatian No. 2681 Touzi No. 1 to 6, 8 to 10, 12 to 16, J.L. No. 31, R.S. No 333 within the limits of **Kolkata Municipal Corporation Ward No. 142**, previously under Joka – I, Gram Panchayet, District South 24 Parganas, West Bengal, by estimation an area of **06 (Six) Kattahs**, more or less, together with the structures standing thereon morefully and particularly described in the **PART – II of FIRST SCHEDULE** hereunder.

**AND WHEREAS** thus the said **(1) M/s. Arrowline Towers Private Limited, (2) M/s. Arrowspace Towers Private Limited, (3) M/s. Auroplus Builders Private Limited, (4) M/s. Bhavsagar Niketan Private Limited, (5) M/s. Blockdeal Complex Private Limited, (6) M/s. Blueland Residency Private Limited, (7) M/s. Bluemotion Realcon Private**

**Limited (8) M/s. Bosslife Projects Private Limited , (9) M/s. Capable Towers Private Limited, (10) M/s. Dharmik Awas Private Limited, (11) M/s. Fabert Procon Private Limited (12) M/s. Flowtop Hirise Private Limited, (13) M/s. Goodpoint Developers Private Limited, (14) M/s. Goodside Builders Private Limited, (15) M/s. Hulbert Conclave Private Limited, (16) M/s. Kotiratan Nirman Private Limited, (17) M/s. Makelife Developers Private Limited, (18) M/s. Meantime Homes Private Limited, (19) M/s. Megapix Developers Private Limited, (20) M/s. Moonlink Residency Private Limited, (21) M/s. Moonview Plaza Private Limited, (22) M/s. Muskan Plaza Private Limited, (23) M/s. Neminath Nirman Private Limited, (24) M/s. Oval Bluildcon Private Limited, (25) M/s. Overgrow Complex Private Limited, (26) M/s. Overtop Infrahomes Private Limited, (27) M/s. Panchmurti Infrastructure Private Limited, (28) M/s. Premkunj Niketan Private Limited, (29) M/s. Shivamani Properties Private Limited, (30) M/s. Funidea Conclave Private Limited and (31) M/S. Nortech Property Private Limited**, had, jointly, became the owner and had been enjoying the right, title, interest and possession in respect of the plot of land altogether measuring area about **69 Kattahs 10 Chittaks 20 Sqft.**, more or less, situated within Mouza - Ramchandrapur, Pargana – Magura appertaining to R. S. dag No. 265,267,269,271 under R. S. Khatian No. 31 corresponding to L. R. Dag No. 317, 502, 504 and 506, L. R. Khatian No. 2681, 3524, 3531 to 3559, Touzi No. 1 to 6, 8 to 10, 12 to 16, J. L. No. - 31, R. S. No – 333, within the limits of **Kolkata Municipal Corporation Ward No. 142**, previously under Joka – I, Gram Panchayet, District South 24 Parganas, West Bengal, and mutated its name before the authority of Kolkata Municipal Corporation vide **Assessee No. - 711421200055** and **Premises No. - 27, Balaka, Kolkata – 700 104** morefully and particularly described in **PART – III** of **SCHEDULE – III** hereunder and it has been paying taxes regularly.

**AND WHEREAS** all the aforesaid 31 Vendors have decided to build and construct on its Plot mentioned herein above, 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 Vendors have undertaken the construction of the building on the plot of land owned by the said Vendor, particulars of which are described in First Schedule hereunder written and hereinafter called the said land and has obtained a building

plan duly sanctioned from Kolkata Municipal Corporation bearing **Sanction No. -----**  
**dated -----.**

**AND WHEREAS** by an Agreement dated **22-09-2017**, entered into between the Vendor no. 01 to 30 and the Developer, the Vendors have granted the exclusive right of development in respect of the said property unto and in favour of **M/s. Nortech Property Private Limited**, the Developer and the one of the co-owner herein, for the consideration and subject to the terms and conditions contained and recorded in the said Agreement ( hereinafter referred to as the '**JOINT DEVELOPMENT AGREEMENT**') and the said Development Agreement was duly registered at the Office of D. S. R. – II, Alipore, South 24 Parganas, recorded in Book No. - I, CD Volume No. – 1602-2017, being Deed No. – 8909 for the year 2017.

**AND WHEREAS** by and under the said Joint Development Agreement it has been agreed between the parties thereto that the Various Flats units apartments constructed spaces will be sold and transferred by the Developer and the total revenue accruing therefrom shall be shared between the Vendor and the Developer in the manner as provided for in the said Development Agreement.

**AND WHEREAS** Vendor no. 01 to 30 have given a Registered Power of Attorney dated 22-09-2017, duly registered at the Office of DSR – II, Alipore, South 24 Parganas, recorded in Book No. - I, Volume No. 1602-2007, written in Page No. 278876 to 278904, being Deed No. - 9426 for the year 2017 in favour of the Developer granting the several powers therein stated for smooth execution of the construction works in terms of the said Joint Venture Agreement.

The said land is earmarked for the purpose of Housing Development of a residential project, comprising ..... multistoried apartment buildings and and the said project shall be known as '*EDEN TOLLY GARDENIA*'.

the Vendor/Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the said land on which Project is to be constructed have been completed.

**AND WHEREAS** the said Developer has undertaken the construction of the building on the plot of land owned by the said Vendor, particulars of which are described in First Schedule hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation bearing **Sanction No. 2017160284 dated 15/11/2017.**

the Vendor / Developer have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartments from Kolkata Municipal Corporation. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

the Vendor/ Developer has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_ .

the Purchaser/Purchaser had applied for an apartment in the Project and has been allotted apartment no. .... having carpet area of ..... square feet, on .... floor in Block No. .... Together with right to park one motor car on the Covered Car Parking Space on the ground floor of the building premises, together with proportionate share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Second Schedule and the floor plan of the apartment is annexed hereto and marked in colour Red.

The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and the covered parking space.

**NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:**

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Developer hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase , the Apartment as specified hereinabove.

1.2 The Total Price for the Apartment based on the carpet area is Rs. ....  
(Rupees..... only) hereinafter referred to be as "**Total Price**" :-

Block No : .....	Rate of Apartment per square feet*
Flat/Unit/Apartment no. : .....	
Floor : .....	
Total Price (in Rupees)	-----

and

Garage/ covered parking - 1	Rs. .... ( Rupees .....)
Total price (in Rupees)	-----

\* taxes, maintenance charges as per Terms No. II etc., if/ as applicable.

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

**Explanation :**

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) upto the date of the handing over the possession of the Apartment to the Purchaser and the Project to the association of Purchaser or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

- (iii) The Developer shall periodically intimate to the Purchaser (s), the amount payable as stated in (i) above and the Purchaser (s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser (s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors,

windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Purchaser (s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser (s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Purchaser (s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser.

- 1.4 The Purchaser (s) shall make the payment as per the payment plan set out in Schedule C (“Payment Plan”).
- 1.5 It is agreed that the Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Purchaser (s) as per the provisions of the Act:

- 1.6 Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser (s), or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Developer shall confirm to the final carpet areas that has been allotted the Purchaser after in construction of the building is complete and the completion certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If the there is reduction in the carpet area than the Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Purchaser, the Developer may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.
- 1.8 Subject to para 9.3 the Developer agreed and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:
- (i) The Purchaser (s) shall have exclusive ownership of the Apartment;
  - (ii) The Purchaser (s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser (s) in the common areas is undivided and cannot be divided or separated, the Purchaser (s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall handover the common areas to the association of Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Purchaser has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.

1.9 It is made clear by the Developer and the Purchaser agrees that the Flat/Apartment along with One covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser (s) of the Project.

1.10 The Developer agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Purchaser (s) which it has collected from the Purchaser (s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings/ dues collected by it from the Purchaser (s)

or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser (s), the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Purchaser has paid a sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Para No.1.4 above as may be demanded by the Developer within the time and manner specified therein.

Provided that if the Purchaser (s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Purchaser (s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Developer and the Purchaser (s).

## 2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the payment plan through Account Payee Cheque or online payment (as applicable) in favor of **M/S. NORTECH PROPERTY PRIVATE LIMITED** payable at Kolkata.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Purchaser, if resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'),

Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approval which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Developer fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developers immediately and comply with necessary formalities if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of Purchaser and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Developer shall be issuing the payment receipts in favor of the Purchaser only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Purchaser authorized the Developer to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Purchaser against the Apartment, if any, in his/ her name and the Purchaser undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the West Bengal Housing Industry Regulation Act, 2017 and shall not have an option to make any variation/

alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of this Agreement.

## 7. **POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the said Apartment of** – The Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.12.2021 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser(s) the entire amount received by the Developer from the Allotment within 45 days from that date. The Developer shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agreed that he/ she shall not have any rights, claims etc. against the Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Purchaser shall be carried out by the Developer within three months from the date of issue of occupancy certificate. The Developer agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/ Association of Purchasers, as the case may be, after the issuance of completion certificate for the Project. The Developer shall handover the occupancy certificate of the Apartment, as the case may be, to the Purchaser at the time of conveyance of the same.
- 7.3 **Failure of Purchaser to take possession of Apartment** - Upon receiving a written intimation from the Developer as per Para 7.2 above, the Purchaser(s) shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Apartment to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Purchaser-** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser, it shall be the responsibility of the Developer to handover the necessary documents and plan, including common areas to the Association of Purchasers or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the Association of Purchasers

or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

**7.5 Cancellation by Purchaser-** The Purchaser(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser(s) proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser(s) shall be returned by the Developer to the Purchaser(s) within forty-five days of such cancellation.

**7.6 Compensation –** The Developer shall compensate the Purchaser in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Developer shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser does not intent to withdraw from the Project the Developer shall pay the Purchaser interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Purchaser within forty-five days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER :**

The Developer hereby represents and warrants to the Purchaser(s) as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Purchaser(s) in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Purchaser(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of Purchasers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

## 9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events:-

- (i) The Developer fails to provide ready to move in possession of the Apartment /Flat to the Purchaser(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2 In case of default by the Developer under the conditions listed above, Purchaser(s) is entitled to the following:-

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

Provided that where an Purchaser(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Purchaser within forty-five days of it becoming due.

9.3 The Purchaser(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Purchaser(s) fails to make payments for two consecutive demands made by the Developer as per the payment plan stated above, despite having been issued notice in that regard, the Purchaser(s) shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Purchaser under the conditions listed above continues for a period beyond three consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Purchaser(s) and refund the money paid to him by the Purchaser(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Developer shall intimate the Purchaser about such termination at least thirty days prior to such termination.

#### 10. **CONVEYANCE OF THE SAID APARTMENT/ POLT :**

The Developer, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Purchaser shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser:

Provided that, in absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developer within three months from the date of issue of occupancy certificate.

However, in case the Purchaser(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Purchaser(s) authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Purchaser(s).

#### 11. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :**

The Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchasers upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of five years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within thirty days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/ Association of Purchasers shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser(s) agrees to permit the Developer/ Association of Purchasers to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and

equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Purchasers for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to Para 12 above, the Purchaser(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Purchaser further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load wall of the Apartment.
- 15.3 The Purchaser shall plan and distribute its electric load in conformity with the electric systems installed by the Developer and thereafter the Association of Purchasers and/or maintenance agency appointed by the Maintenance Society. The Purchaser shall be

responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such Apartment.

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017. The Developer showing compliance of various laws/ regulations as applicable in Regulation made under the West Bengal Housing Industry Regulation Act, 2017.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Purchaser(s) by the Developer does not create a binding obligation on the part of the Developer or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the Schedules along with the payments due as

stipulated in this payment plan within thirty days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Additional Registrar of assurances – I, Kolkata as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser(s), application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

22. **RIGHT TO AMEND :**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE PURCHASER/  
SUBSEQUENT PURCHASERS:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Purchaser in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers.

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

25. **SEVERABILITY:**

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

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other Purchasers in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurances - I, Kolkata. Hence this Agreement shall be deemed to have been executed at Additional Registrar of Assurances - I.

**29. NOTICES:**

All the notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by registered post at their respective addresses specified below:-

M/s. Nortech property private Limited	Purchaser(s) name
Address : 17/1, Lansdowne Terrace, Kolkata – 700 026.	Address.....

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser(s), as the case maybe.

**30. JOINT PURCHASER:**

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

**31. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the Purchaser, in respect of the apartment, prior to the execution and registration of the agreement for sale for such apartment, shall not be construed to limit the rights and interests of the Purchaser or the Developer under the agreement for sale, under the Act, the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION :**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(THE SAID PREMISES)**

**PART - I**

ALL THAT piece and parcel of land admeasuring **63 (Sixty Three) Kattahs 10(Ten) Chittak 20 (Twenty) Sqft.** under Kolkata Municipal Corporation **Ward No. 142** being comprised in **L. R. Dag** no.– 317, 502, 504 & 506 under **L. R Khatian** no. 2681, 3524, 3531 to 3559, in **Mouza** – Ramchandrapur, **Police Station** – Haridevpur (Formaly Thakurpukur), **J. L. No. 31**, R.S. no. - 333, Touzi No. 1 to 6, 8 to 10,12 to 16, previously within the limit of Joka - I Gram Panchayet, District South 24 Parganas, West Bengal.

**PART – II**

ALL THAT piece and parcel of undivided and un-demarcated plot of land admeasuring **06 Kattahs** under Kolkata Municipal Corporation **Ward No. 142** and being comprised in **L. R. Dag no.– 317, 502, 504 & 506** under **L. R Khatian no. 2681**, in **Mouza – Ramchandrapur, Police Station – Haridevpur (Formaly Thakurpukur), J. L. No. 31, R.S. no.333, Touzi No. 1 to 6, 8 to 10,12 to 16**, previously within the limit of Joka- I Gram Panchayet, District South 24 Parganas, West Bengal.

**PART – III**

ALL THAT piece and parcel of land admeasuring **69 (Sixty Nine) Kattahs 10(Ten) Chittak 20 (Twenty) Sqft.** Situate lying at **Premises No. 27, Balaka, Kolkata 700104** under Kolkata Municipal Corporation **Ward No. 142**, now known as **‘EDEN TOLLY GARDENIA’** , being comprised in **L. R. Dag no.– 317, 502, 504 & 506** under **L. R Khatian no. 2681, 3524, 3531 to 3559**, in **Mouza – Ramchandrapur, Police Station – Haridevpur (Formaly Thakurpukur), J. L. No. 31, R.S. no. - 333, Touzi No. 1 to 6, 8 to 10,12 to 16**, previously within the limit of Joka - I Gram Panchayet, District South 24 Parganas, West Bengal and butted and bounded as follows:

- ON THE NORTH:            24 ft wide KMC Road.
- ON THE SOUTH :            Part land of R.S. Dag No. 379 7 391
- ON THE EAST     :        24ft wide Road and part land of R.S. Dag 268, 269 & 272
- ON THE WEST     :        Part land of R.S. Dag 266, 269 & 270.

3- Latitude/ Longitude of the end points of the Project

Latitude -  
22.4555064"N

Longitude -  
88.3240834"E

4- Other details of the location of the Project

5- Location Map

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO )**

**ALL THAT** the Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ----** containing by admeasurements a Carpet Area of ----- Sft. equivalent to ----- **SFT. SUPER BUILT-UP AREA** , be little more or less on a portion on the ----- **FLOOR** at **BLOCK – ‘ ----’** in the New building now known as “ **EDEN TOLLY GARDENIA**” at the said premises and shown in the plan annexed hereto duly bordered in ‘**RED**’ thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on 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 time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Consideration Amount)**

**PART – I**

The consideration payable by the Purchaser to the Vendor for sale of the said Unit and proportionate undivided share in the common areas and installation and the said share in the said premises shall be as follows:-

Consideration money for the said Flat/Unit

Together with right to park **ONE** small/ medium

sized motor car on the **OPEN/ COVERED CAR**

**PARKING SPACE** at the said building complex. Rs. -----/- \*

(Rupees ----- only)

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

**PART – II**

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Vendor in installment as follows:

- |  |    |    |   |
|--|----|----|---|
| 1) On execution of this of Agreement           | -- | 20 | % |
| 2) On completion of Foundation                 | -- | 15 | % |
| 3) On completion of 1 <sup>st</sup> Floor Slab | -- | 15 | % |
| 4) On completion of 2 <sup>nd</sup> Floor Slab | -- | 15 | % |
| 5) On completion of 3 <sup>rd</sup> Floor Slab | -- | 10 | % |

- |  |    |    |   |
|--|----|----|---|
| 6) On Roof Casting                     | -- | 10 | % |
| 7) On completion of Internal Plaster   | -- | 5  | % |
| 8) On or before the date of possession | -- | 10 | % |

2) Time for payment shall always be the essence of these presents.

3) 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. NORTECH PROPERTY PRIVATE LIMITED** against 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 due performance and observance of the terms and conditions herein contained or regarding any verification or modification of the terms and conditions herein contained unless confirmed by the Vendor/Developer as the case may be in writing.

4) The Purchaser has also agreed to pay to the Vendor/ Developer in addition to the consideration hereinabove proportionately all applicable statutory outgoings and expenses, including all charges and costs for any alterations in the said Unit or any other extra facilities / specifications in construction etc. which the Vendor/ Developer may on a later date decide to provide which is presently not taken into consideration.

5) In addition to the aforesaid consideration, the Purchaser shall also deposit with the Vendor/ Developer and/or their nominee, the amounts (details of which are mentioned in the SEVENTH SCHEDULE hereunder written) and payment of such amounts shall be made at or before taking possession of the said Unit.

6) In the event of non-payment of any of the amounts agreed to be paid by the Purchaser, the Purchaser shall be liable and the Vendor/ Developer shall be entitled to interest at the rate of 18 % per annum and this will be without prejudice to any of the other rights and contentions which the Vendor/ Developer may have against the Purchaser including the right of termination of this Agreement as hereinbefore provided.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**SPECIFICATIONS FOR THE PROJECT EDEN TOLLY GARDENIA**

- Structure** : RCC-framed structure with anti-termite treatment in foundation. Cements used: *Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco\**.
- Brickwork** :  
  
Eco-friendly, premium brickwork with **Autoclaved aerated concrete (AAC) blocks** used for better quality, thermal insulation, reduction of damp.
- Elevation** : Modern elevation, conforming to contemporary designs.
- External Finish** : Paint by certified *Nerolac/Asian Paints/Berger applicator\**, and other effects as applicable.
- Lobby** : Beautifully decorated & painted lobby
- Doors & Hardware** : Quality wooden frames with solid core flush doors. Door handles of *Godrej/Hafele/Yale\**. Main door with premium *stainless steel handle* and *eyehole*. Main Door Lock by *Godrej/Yale\**.
- Internal finish** : Wall Putty.
- Windows** : Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.
- Flooring** : Vitrified tiles in bedrooms / living / dining / kitchen.

Granite Counter in kitchen. Premium Ceramic tiles in toilets.

**Kitchen counter** : Granite slab with stainless steel sink.  
Wall tiles up to 2 (two) feet height above counter.

**Toilets** : Hot and Cold water line provision with **CPVC\*** pipes.  
CP fittings including **Health Faucet\*** of **Jaquar/Kohler/Hindware\***.  
Dado of ceramic tiles up to door height.  
Sanitaryware with **EWC with ceramic cistern** and basin of **Kohler/Jaquar/Hindware\***.

Pipes of **Supreme/Skipper/Oriplast\***

**Elevator** : Passenger Lifts of **Kone\***.

**Electricals** : a) Concealed **Polycab/Havells/RR Kabel\*** copper wiring with modular switches of **Anchor Roma/Schneider Electric/RR Kabel/Havells\***  
b) TV & Telephone points in master bedroom and living room.  
c) Two Light Points, one Fan Point, two 5A points in all bedrooms  
d) One 15A Geyser point in all toilets  
e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen  
f) One AC point in master bedroom  
g) One washing machine point in the balcony.  
h) Modern MCBs and Changeovers of **Havells/HPL/Schneider Electric\***

**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.

- Landscape** : Professionally designed and executed landscaping.
- Generator** : 24 hour power backup for all common services. Generator back up of 300 W for 1 bedroom flats, 600 W for 2 bedroom flats and 800 W for 3 bedroom flats.
- Security** : *CCTV cameras*, Intercom 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 SIXTH SCHEDULE ABOVE REFERRED TO**

#### **(Maintenance Charges)**

**1.MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in, under 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 machineries, equipments, installations and accessories for common facilities and utilities

(including generator, 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 side space in good and repaired conditions.

**3. STAFF :** The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, gardener, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

**4. ASSOCIATION :** Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.

**5. TAXES :** Municipal and other rates, 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).

**6. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

**7. RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses

**8. OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association or Holding Organisation for the Common Purposes.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:****(Extra Charges & Deposits)****THE SEVENTH SCHEDULE ABOVE REFERRED TO:****(Extra Charges & Deposits)**

1) The full amount of Security Deposit and other costs payable to the CESC/WBSEB, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC/WBSEB for the electric meters for maintenance running and operating any common area or installation.

2) Proportionate Costs, charges and expenses for electrical sub-station, H.T. Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Developer for the same.

3) Proportionate Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Developer for the same.

4) Costs charges and expenses for formation of the Association being Rs. 5,000/- (Rupees Five Thousand Only).

5) Betterment fees, development charges and other levies Sales Tax, VAT, Service Tax and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.

6) In addition to the Extras and Deposits the purchaser shall also deposit and / or keep deposited with the vendor/ Developer/their nominee/Facility Management Company , a sum calculated @ Rs. 75/- per square feet of the super built-up area of the said Unit towards Association Fund. The said fund will remain in deposit with the Vendor to meet there from the proportionate maintenance charges and

proportionate liability towards the other common expenses (including those mentioned in the SIXTH SCHEDULE hereinabove written) in terms hereof. The said Association Fund money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

7) Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit Rs. 5/- per square feet.

8) In addition to the aforesaid Extras and Deposits the purchaser shall also pay the GST/Service Tax on aforesaid Extras and Deposits as per prevailing service tax rates.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

2.

.....

**SIGNATURE OF DEVELOPER**

.....

**SIGNATURE OF VENDOR**

.....

**SIGNATURE OF PURCHASER**

**RECEIVED** of and from the within named  
 purchaser within mentioned sum of  
**Rs. \_\_\_\_\_/- (Rupees**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Only**) being the consideration  
 amount in **PART** as per memo below:-

**MEMO OF CONSIDERATION**

1.	By Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
2.	By Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
<b>TOTAL AMOUNT RECEIVED</b>		Rs. _____/-

**Witness:**

1.

2.

.....

**SIGNATURE OF DEVELOPER**

**DATED ----- DAY OF ----- 2018**

**AGREEMENT FOR SALE**

**BETWEEN**

**M/S. ARROWLINE TOWERS PRIVATE LIMITED &**

**OTHERS**

**-----VENDOR**

**&**

**M/S. NORTECH PROPERTY PRIVATE LIMITED**

**-----DEVELOPER**

**&**

**MR. -----**

**-----PURCHASER**

**EDEN TOLLY GARDENIA**

**FLAT/ UNIT NO. -----**

**BLOCK - '-----'**

**FLOOR - -----**