

AGREEMENT FOR SALE

This Agreement for Sale executed on this 12th day of July 2019.

Between

Mr. BIVAS CHANDRA ADAK (Aadhar no. 733521132406) son of Late Sambhu Nath Adak by faith Hindu, by Nationality Indian, By occupation business, residing at 38, Panchanan Ghosh Lane, Kolkata-700009, P.S- Amherst Street, P.O- Raja Ram Mohan Sarani (PAN ACDPA5268P), hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

Mr. (Aadhar no.) son ofby faith-....., by Nationality -....., By occupation business, residing at (PAN) Hereinafter called the **“Purchaser”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Purchaser/s shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

Note:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Central Government;
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;

WHEREAS:

- A. The Promoter is the absolute and lawful owner of the two storied brick built messuage dwelling house and premises together with the piece and parcel of land measuring about 2 (two) Cottahs, 8(eight) Chittacks and 33(thirty three) square feet be the same little more or less lying and situated at premises No. 28, Biplabi Pulin Das Street, Kolkata -700009, P.S- Amherst Street, within the limits of Kolkata Municipal Corporation in Ward No. 038, District-Kolkata. Vide sale deed dated 10.05.2013. Registered in Book No. I, Volume No. 21, Page No. 2101-2125, being Deed No. 06635 for the year 2013 at the office of A.R.A-II, Kolkata.
- B. The Said Land is earmarked for the purpose of building a residential purpose project, comprising G+4 multistoried building and the said project shall be known as RUKMINI RESIDENCY.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide the Building Sanction Plan approval dated on 28.02.2019 bearing registration no. 2018040128.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building as the case may be from Kolkata Municipal Corporation. The Promoter 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;
- F. The Promoter has the registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at.....on under registration no..... ;
- G. The Purchaser/s had agreed for purchase a Flat having carpet area ofsquare feet, type onfloor, along with covered parking no. admeasuring sq. ft. area in the Ground floor, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Building" more particularly described in Schedule A and the floor plan of the Flat is annexed hereto and marked as Schedule B).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. 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.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Flat and the covered parking as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and

agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1.TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser/s and the purchaser/s hereby agrees to purchase, the [Flat along with covered parking] as specified in para G.

1.2 The Total Price for the Flat along with covered parking based on the carpet area is Rs.- (Rupees only) all that self contained Flat measuring about sq. ft. including 25% super built up area more or less, situated at Municipal Premises No. 28, Biplabi Pulin Das Street, Kolkata-700009, P.S – Amherst Street, within the Kolkata Municipal Corporation in Ward No. 38.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser/s to the Promoter towards the said Flat along with covered parking space.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Flat to the Purchaser/s and the project to the association of Purchasers or the competent authority, as the case may be, after obtaining the completion certificate.
- (iii) Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the purchaser/s to the promoter 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 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;
- (iv) The Promoter shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (v) The Total Price of Flat along with covered parking space includes recovery of price of land, construction of [not only the said Flat 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, 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 specifications to be provided within the said Flat and the Project.

- 1.3 The Total Price is escalation-free, save and except increases, which the Purchaser hereby agrees to pay, due to increase because 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 Promoter undertakes and agrees that while raising a demand on the purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the purchaser, 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 Promoter shall not make any additions and alterations 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, plot or building, as the case may be, without the previous written consent of the Purchaser as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the purchaser, or such minor changes or alterations as per the provisions of the Act.
- 1.6 The Promoter shall confirm to the final carpet area that has been allotted to the purchaser after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter 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 Flat, allotted to purchaser, the Promoter 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.

1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the purchaser shall have the right to the said Flat as mentioned below:

- (i) The purchaser shall have exclusive ownership of the said Flat;
- (ii) The purchaser shall also have undivided proportionate share in the Common Areas. Since the share/interest of purchaser in the Common Areas is undivided and cannot be divided or separated, the purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the said Flat 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 specifications to be provided within the said flat 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 Flat, as the case may be.

1.8 It is made clear by the Promoter and the Purchaser agrees that the said Flat along with 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 except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser of the Project.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local 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 Promoter fails to pay all or any of the outgoings collected by it from the Purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and 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.

1.10 The Purchaser has paid a sum of Rs.....(Rupeesonly) as booking amount being part payment towards the Total Price of the said Flat at the time of application. The receipt of which the Promoter hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the said Flat as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of payable at.....

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

4. TIME IS ESSENCE:

The Promoter 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 said Flat to the purchaser and the common areas to the association of purchasers or the competent authority, as the case may be.

5. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The purchaser has seen and satisfied the proposed layout plan, specifications, amenities and facilities of the said Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter 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 Promoter 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 K.M.C. 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 Promoter shall constitute a material breach of the Agreement.

6. POSSESSION OF THE SAID FLAT:

- 6.1 Schedule for possession of the said FLAT-** The Promoter agrees and understands that timely delivery of possession of the said Flat to the purchaser and the common areas to the association of purchaser or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 28, Biplabi Pulin Das Street, Kolkata-700009, P.S – Amherst Street, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Flat, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter 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 agrees that he shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 6.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Flat, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Purchasers, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the Purchaser at the time of conveyance of the same.
- 6.3 Failure of Purchaser to take Possession of the said Flat** - Upon receiving a written intimation from the Promoter as per para 7.2, the Purchaser shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7.2, such Purchaser shall continue to be liable to pay

maintenance charges as specified in para 7.2.

6.4 Possession by the Purchaser - After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Purchasers, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, 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 promoter 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].

6.5 Cancellation by Purchaser - The Purchaser shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the promoter to the Purchaser within 45 days of such cancellation.

6.6 Compensation - The Promoter 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 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 promoter fails to complete or is unable to give possession of the said Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Purchasers, 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 said Flat, with interest at the rate prescribed in the Rules 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 intend to withdraw from the Project, the Promoter shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Flat, which shall be paid by the promoter to the Purchaser within forty-five days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; 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 Promoter 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 said Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said Flat and common areas.
- (vi) The Promoter 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 created herein, may prejudicially be affected.
- (vii) The Promoter 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 Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Flat to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter 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 Promoter 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 apartment, plot or building, as the case may be, 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 ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter 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 Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the said Flat to the Purchaser within the time period specified in para 7.1 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 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 Promoter'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 there under.

9.2 In case of Default by Promoter under the conditions listed above, Purchaser is entitled to the following:

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

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

9.3 The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

In case of Default by Purchaser under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Flat in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Purchaser about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the said Flat as per para 1.2 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the said Flat together with proportionate indivisible share in the Common Areas within 3 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 the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Purchaser.

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

The Promoter shall be responsible to provide and maintain essential services in the Project until 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 said Flat.

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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within

such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/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 agrees to permit the association of Purchasers and/or maintenance agency to enter into the [Apartment/Plot] 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 and Service Areas: The basement(s) and service areas, if any, as located within the RUKMINI RESIDENCY, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser 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 use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the said Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat and keep the said Flat, its walls and partitions, sewers, drains, pipe 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 guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser shall not store any hazardous or combustible goods in the said Flat 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 bearing wall of the

said Flat.

- 15.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat 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 or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such said Flat.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in

20. BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned A.R.A. as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking

amount shall be returned to the Purchaser 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/plot/building, 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 ON 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 Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Purchasers of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchasers.

24.2 Failure on the 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 there under 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 conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the 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 has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the said Flat bears to the total carpet area of all the said Flat 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar at Kolkata A.R.A. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses specified below:

.....Name of Purchaser

_____ (Purchaser

Address)

M/s BIVAS CHANDRA ADAK

Prop.: Bivas Chandra Adak.

26, Biplabi Pulin Das Street Kolkata – 700009.

It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address 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 promoter or the Purchaser, as the case may be.

30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made there under.

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 and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out 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 discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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**THE SCHEDULE-A ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROEPERTY)**

ALL THAT the two storied brick built messuage dwelling house and premises togetherwith the piece and parcel of land measuring about 2 (tvvo) Cottahs, 8(eight) Chittacks and 33(thirty three) square feet be the same a little more or less situated and lying at Premises No.28, Biplabi Pulin Das Street, K.olkata-700009, P.S. Amherst Street, within the limits of Kolkata Municipal corporation in Ward No.38, District Kolkata, which is butted and bounded as follows:

ON THE NORTH: By common passage:

ON THE SOUTH: By Premises No.20, Kali Das Sinha Lane;

ON THE EAST: By Premises No.34A. Biplabi Pulin Das Street;

ON THE WEST: By Biplabi Pulin Das Street.

THE SCHEDULE-B ABOVE REFERRED TO

ALL THAT a self contained Flat on the Fourth Floor, Western side measuring about 630 square feet including 25% super built up area more or less consisting

oftwoe bed rooms, one kitchen, one Dining, one toilet, situated at Municipal Premises No.28, Biplabi Pulin Das Street, Kolkata-700009. P.S. Amherst Street, within the limits of Kolkata Municipal corporation in Ward No.38, TOGETHER WITH proportionate impartible and/or undivided share or interest in land comprised in the said premises mentioned in the First Schedule above and proportionate undivided share or interest in the common area and facilities provided to the said building mentioned in the Third Schedule below.

**SCHEDULE-C ABOVE REFERRED TO
(PAYMENT SCHEDULE OF TOTAL CONSIDERATION)**

PRICE OF RS.36,22,500/= (RUPEES THIRTY SIX LAKHS AND TWENTY TWO THOUSAND FIVE HUNDRED ONLY)

(i)	At the time of signing of this Sale Agreement	25%
(ii)	At the time of second floor Roof Casting	25%
(v)	At the time of Fourth floor Roof Casting	20%
(vii)	At the time of Flooring	20%
(x)	At the time of Possession or Registration	10%

**THE SCHEDULE-D ABOVE REFERRED TO
(PARTICULARS OF COMMON AREAS AND FACILITIES)**

- 1 All boundary walls and main gate;
- 2 Space for letter boxes in the lobby on the ground floor or near the staircase;
- 3 Staircase on all floors;
- 4 Staircase and landing on all floors;
- 5 Common entrance passage on the ground floor;
- 6 Water pump, water tank, water pipes and other common plumbing installations;
- 7 Electric wiring and safety chambers;
- 8 Drains, sewers and pipes from the building to the corporation drains/duck;
- 9 Lift and its accessories;
- 10 Ultimate roof of the building.
- 11 Such other common parts, areas equipments, installations, fixtures fittings and spaces on or about the said residential apartments area necessary for the user and occupancy of the flat/unit in common and as specified by the flat owner's association to the common part.

THE SCHEDULE-E ABOVE REFERRED TO

(Proportionate expenses for Common areas, amenities and facilities)

1. Undivided proportion share in the foundation footing columns, girders, beams, supports, exterior walls of the said building, side or interior land bearing walls, concrete floor, slab, roof slab and all concrete ceiling and in the said building.
2. Stair cases with landing passages, entrance with all fittings and fixtures and open spaces around the said building.
3. Water pump, water tank at the roof, deep tube-well, water pipes, fittings and installations and other common plumbing installations.
4. Electric and sanitary lines pipes leading wiring fittings fixtures and installation both underground and overhead in the said building but excluding those that are installed inside the said flat and exclusively meant for the said flat.
5. The expenses of maintaining repairing, re-decorating of the main structure and in particular the roof, rain water pipes, water pumps'. Lift and electric installation use in common the owners of the flats the said entrance passage landing and staircases, compounds terrace, water motor water tank etc.
6. The cost of cleaning and lighting the passages, landing staircases and other parts of the said building including the open space.
7. The cost of decoration repairing and painting the exterior of the said building.
8. The salaries of clerks, chovvkidars, darwans. sweepers, electrician, pumping etc.
9. The Kolkata Municipal Corporation and other taxes related to the said flat.
10. The cost of water or electric meter and/or any deposit or electricity electric changes for common rights, water pumps etc.
11. Service, maintenance and repair charges of pump and motor.
12. Such other Capital or recurring expenses as are necessary or incidental for the maintenance and upkeep of the said building open spaces and all other amenities of common nature to be enjoyed by the owners/vendors with the purchaser or occupants of the other flats in the said building.

SPECIFICATION FPU THE FLAT
(FOR TWO BEDED FLAT)

1. STRICTURE: RCC framed structure with 1' class 8" brick external walls 3" internal walls and 5" partition walls between flats.
2. FLOORING: Tiles floor with skirting in bed rooms, window seal, door seal, dining drawings and toilets only. (Johusun Tiles/Equivalent)
3. KITCHEN: Back stone or granite for cooking platform, stainless steel sink one pc. 2 feet 6 inches High Glazed tiles over the cooking platform.
4. TOILET: 6 feet high branded ceramic tiles dedo above the skirting with marble flooring.
5. WATER SUPPLY: Filtered water supply by Kolkata Municipal Corporation overhead tank pump provision would be there to lift water from underground reservoir.
6. SANITARY FITTINGS: Concealed pipe lie with necessary ESSCO or equivalent branded fittings.
7. PLUMBING: Two Pary ware commode as per tiled color with black cover. 2 PVC cistern one ceramic basin with ESSCO bib coke (1 Shower, 1 soap tray, 1 towel rod, 1 mirror)
8. ELECTRICITY concealed P.V.C. copper wiring point as flows:
 - a. Room : 2 lights. 1 fan, 1 plug (5 amp), 2 AC point and master bed room, one telephone point.
 - b. Kitchen: 1 light, 1 exhaust fan, I plug point (15 AMP) and more if needed.
 - c. Toilet: 1 light, 1 exhaust fan, 1 geezer point, one general point.
 - d. Balcony: 1 light point only.
 - e. Living/Dining: 3 lights, 2 fans, 1 T.V. extra 15 AmP plug point in all places as referred to above excepting toilet. 1 Telephone and 1 Refrigerator point, concealed cable and 2 telephone points.
9. DOORS: Doors of standard make with frame with commercial flush door in all rooms.
kitchen and toilet a main door with good quality wood with polis finish with one godrej night latch.
10. WINDOWS: All window of steel frame with aluminium panel middle point Glass with iron grill with oil print finish.
11. COLOUR: All wall plaster of parish without painting of internal walls, cement

based snowcem colour for outer walls, synthetic point or Grills.

12.Letter Box: Individual letter boxes on the wall at main entrance(ground floor) of the building.

13.Iron Gate: Iron gate at the main entrance of the building.

14. Staircase: To be marble Finished.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and seals on the day month and year first above written:

SIGNED AND DELIVERED BY THE WITHIN NAMED: