

THIS AGREEMENT FOR SALE made at **KOLKATA** on this_____ day
of_____ **Two Thousand And Eighteen, (2018);**

B E T W E E N

SWAPNABHUMI REALTORS LIMITED (PAN NO. AAOCS4471J) a Company incorporated under the Companies Act, 1956, having its registered office at Vill. - Chariswar, Post Office -Paikan, Police Station - K.L.C., District 24 Parganas (South), Kolkata – 700135, duly represented by its Managing Director **MR. BIDYUT KUMAR BAYEN (PAN-AJWPB0045K)**, son of Rabindra Nath Bayen, residing at Vill. - Krolberia, P.O. - Beonta, P.S. - K. L. C. Dist. - South 24 Parganas, PIN-743502, hereinafter referred to as the **SELLER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor-in-office and/or successors-in-office and/or assigns) of the **FIRST PART**

AND

MORIAS INFRASTRUCTURE PRIVATE LIMITED (PAN NO. AAECPI548H)
a Company incorporated under the Companies Act, 1956, having its registered office at Suit: 511, 5th Floor, PS IXL Building, Near Chinar Park, 24 Parganas (North), Kolkata – 700136, Police Station -Rajarhat, Post Office – Rajarhat Gopalpur, duly represented by its Authorised Signatory **MR. SHARAD JAIN (PAN : ACTPJ8327N)**, (AADHAR No. 8003 3490 1748), son of Hem Kumar Jain, residing at Hazaribagh Road, , Ranchi – 834009, Post Office - Bariatu and Police Station - Sadar, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor-in-office and/ or successors-in-office and its assignees] of the **SECOND PART**

AND

..... (PAN _____) (AADHAR No. _____),
son of _____, by occupation- _____, residing at _____, Police Station- , Post Office-Kolkata - hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART.**

The Seller, Developer, and the Purchaser are hereinafter individually referred to as a **"Party"** and. collectively referred to as the **"Parties"**.

WHEREAS:

- 1) At all material times and for intents and purpose Hritikess Naskar and Sudhansu Sekhar Naskar both sons of –Bipinbihari Naskar were the sole and absolute owner in respect of ALL THAT land comprised in R.S. Dag no. 132 appertaining to R.S. Khatiyani No.-58 in Mouza -sukpukuria, J.L. No. 30 and

other plots, parganas kalikata, under Police Station Bhangore now Kolkata Leather Complex (K.L.C.) District 24 Parganas now 24 parganas(s).

- 2) Said Hritikess Naskar and Sudhansu Sekhar Naskar while being sized and possessed of the property they sold, conveyed and transferred the said landed property and other properties unto and in favour of Hazra Pada Naskar and Sri Astopada Naskar-Vendor herein, by and under one Deed Of Sale which was registered on 30.02.1962 vide Deed No.-869, duly registered in the office of the sub registrar at Bhangore 24 Parganas (s) and recorded in Book No. 1, volume no.14, pages 44 to 46, Being no.869 for the year 1962, ALL TAT Land measuring total area 45.25 decimals more or less in R.S. & L.R. Plot No.132, and other Plot in R.s. Khatiya No. 58 under Mouza- Sukhpukuria, J.L. No.-30, 8 under Police station Bhangore now Kolkata Leather Complex District 24 Parganas(S), With the valuable consideration therein mentioned.
- 3) By virtue of aforesaid purchased said ASTOPADA NASKAR acquired and became the absolute and lawful owner in respect of said plot of land and consisting a total land area of 11 decimal of Sali land out of 23.25 decimals more or less comprised in R.S. and L.R. Dag No. 132, R.S. Khatian no.58, at Mouza – sukhpukuria, J.L. No.-30, Under police station Bhangore now KLC 24 parganas(s) and while being seized and possessed of the aforesaid property of properties said ASTOPADA NASKAR, his name has been recorded in the latest settlement operation as such lawful owner thereof.
- 4) On 23/02/2011 M/S Swapnabhumi Realtors Ltd. Purchased all that piece and parcel of agricultural Land (recorded as Sali) measuring about 11 Satak/ Decimals out of 23.25 Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58, L.R. Khatian No. 13, in Mouza - Sukhpukuria, J.L. No. 30, ADSR Office Bhangore, under police Station Bhangore now Kolkata Leather Complex District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet together with all sorts of easement right over the passage/ Road and other benefits, facilities and advantages attached therein from one Astopada Naskar by a registered Deed of conveyance, dated 23rd February 2011, registered before the ADSR

Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 3, Pages 2592 to 2603, being no. 868 for the year 2011,

- 5) At all material times and for intents and purpose Bhuthnath Mondal , Son of Ramsadhan Mondal was the sole and absolute owner in respect of ALL THAT land comprised in R.S.Dag No. 132, appertaining to R. S. Khatian No. 58, K. B. Khatian no.41, in Mouza – sukhpukuria , J.L. No. 30, and other plots, Parganas Kalikata, under Police Station Bhangore now Kolkata Leather Complex (k.L.C) , District 24 Parganas now 24 Parganas(s).
- 6) Said Bhuthnath Mondal while being sized and possessed of the property they sold, conveyed and transferred the said landed property and other properties unto and in favour of MULLAKCHAND NASKAR , by and under one deed of sale which was registered on 03.06.1960 vide Deed No. – 7103, Duly registered in the office of the sub registrar at Bhangore 24 parganas(s) and recorded in Boon no. 1, Volume No. 63, Pages- 164 to 167, Being no. 7103 for the year 1960, ALL THAT Land measuring total area 89.50 decimals more or less in R.S. & L.R. Plot no.132, and other plots, in R.S. khatian No.-58, under Mouza – sukhpukuria, J.L. No. -30 , under police station Bhangore now Kolkata Leather Complex District 24 Parganas (s), with the valuable consideration therein mentioned.
- 7) By virtue of aforesaid purchased said MULLUKCHAND NASKAR acquired and became the absolute and lawful owner in respect of said plot of land and consisting a total Land area of 46.50 decimals of Sali land more or less comprise in R.S. and L.R. Dag no. 132, R.S. Khatian no. 58, at Mouza – Sukhpukuria, J.L. No. -30 , under police station Bhangore now K.L.C. 24 parganas(s) and while being seized and possessed of the property or properties and MULLUKCHAND NASKAR, his name has been recorded in the latest settlement operation as such lawful owner thereof.
- 8) On 15/03/2011 Swapnabhumi Realtors Ltd. Purchased all that piece and parcel of agricultural Land (Recorded as Sali) measuring about 46.50 Satak/ Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58 L.R. Khatian No. 260, in Mouza Shukpukuria, J.L. No. 30, A.D.S.R Office Bhangore, under police Station Bhangore now Kolkata Leather Complex District 24 Parganas South at present within the limits of

Beonta1 No. Gram Panchayet together with all sorts of easement right over the passage/ Road and other benifits, facilities and advantages attached therein from one Mullukchand Naskar by a registered Deed of conveyance 15th March 2011, registered before the A.D.S.R. Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 4, Pages 2426 to 2442, being No. 1219 for the year 2011,

- 9) One Rishikesh Naskar and Sudhanshu sekhar Naskar were the owner of the property and they sold and transfer ALL THAT land measuring total area 12 decimals more or less in R.S. & L.R. Plot No. 132 and other plot in R.S. khatian No.- 58, L.R. Khatian No. 371, under Mouza –Sukhpukuria, J.L. No. - 30, under police station Bhangore now K.L.C. 24 parganas(s) and other Property in favour of Hazra Pada Naskar , by a registered deed of Conveyance dated 07/02/1962, being No. 869.
- 10) Said Hazra Pada Naskar sold and transfer ALL THAT land measuring total area 12 decimals more or less in R.S. & L.R. Plot No. 132 and other plot in R.s. khatian No.- 58, L.R. Khatian No. 371, under Mouza –Sukhpukuria, J.L. No. -30 , under police station Bhangore now K.L.C. 24 parganas(s) and other Property in favour of Haran Chandra Naskar son of Adhar Chandra Naskar , in the year 1972 and the said deed was duly registered before ADSR Bhangore and recorded as Book No. -1 , Volume No. – 87, Pages-109 to 111 being Deed No. – 8350 for the year 1972 with valuable consideration mentioned therein.
- 11) Said Haran Chandra Naskar sold and transfer ALL THAT land measuring total area 12 decimals more or less in R.S. & L.R. Plot No. 132, in R.s. khatian No.- 58, L.R. Khatian No. 371, under Mouza –Sukhpukuria, J.L. No. -30 , under police station Bhangore now K.L.C. 24 Parganas(s) in favour of Sushil Kumar Naskar, Bhim cHandra Naskar and Mihir Kumar Naskar , in the year 1998 by a registered Deed being No. – 3806, for the valuable consideration mentioned therein.
- 12) Thereafter on 29/09/2011 Swapnabhumi Realtors Ltd. purchased all that piece and parcel of agricultural Land (Recorded as Sali) measuring about 11.62 Satak/ Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58 L.R. Khatian No. 371, in Mouza Sukpukuria, J.L. No. 30, A.D.S.R. Office Bhangore, under police Station Bhangore now Kolkata

Leather Complex District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet together with all sorts of easement right over the passage/ Road and other benifits, facilities and advantages attached therein from 1) Sushil Naskar@ Sushil Kumar Naskar 2) Bhim Naskar @ Bhim Chandra Naskar, 3) Mihir Naskar @ Mihir Kumar Naskar by a registered Deed of Conveyance dated 29/09/2011, registered before the A.D.S.R. Bhangore, South 24 Parganas, duly recorded in Book No. I, CD Volume No. 11, Pages 2582 to 2600, Being no. 3633 for the year 2011,

- 13) Thus the said Swapnabhumi Realtors Ltd. became the owner of 69.12 decimal of Land Comprised in R.S. and L.R. Dag No. 132, Mouza Sukpukuria, J.L. No. 30, A.D.S.R. Office Bhangore, under Police Station Bhangore now Kolkata Leather Complex, District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet and applied before the concern B.L. & L.R.O. and got its name mutated and obtained Present L.R. Khatian No. 480, against the 70 Decimal Sali Land.
- 14) Thereafter the said Swapnabhumi Realtors Ltd. applied before the A.D.M. & D.L.R.O. for conversion of the said 70 Decimal of Sali land into Bastu Land and such conversion was duly allowed by the competent authority.
- 15) The said Swapnabhumi Realtors Ltd. (the Seller) seized and possessed of or otherwise well and sufficiently entitled to **All That** the piece and parcel of land containing an area of 70 (Seventy) Decimals, be the same or little more or less lying and situated at Mouza-Sukpukuria, J.L. No. 30, Re. Sa. No. 223, Touzi No. 147, comprises in R.S. & L.R. Dag No. 132 and L.R. Khatian No. 480 within the local limits of Beonta –1 No. Gram Panchayet, Police Station K.L.C., within the jurisdiction of Additional District Sub Registrar, Bhangore, District South 24

Parganas, morefully and particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **Said Premises**)

- 16) For the purpose of undertaking the development of the **said Premises**, a Development Agreement dated 27th November, 2017 was entered into between the Seller, the Developer and one **Bayen Enterprise** being the confirming Party therein which has been registered Development Agreement dated 29.11.2017, registered before the A.D.S.R. Bhangar, and duly recorded in Book No. I, Volume No. 1621-2017, Pages 148508 to 148570, being No. 162106354 for the year 2017, here in after referred to as the **said Development Agreement**, whereby and where under it has been agreed that the Developer would undertake the development of the **said Premises** for mutual benefit and for the consideration therein mentioned and subject to the terms and conditions contained and recorded in the said Development Agreement.
- 17) By and under the said Development Agreement it has been agreed between the parties hereto that the total constructed area of the **Said Premises** would be divided and distributed between the Seller and the Developer hereto in *a* manner whereby the Seller shall be entitled to retain for itself 30% of the total constructed area forming Part of the Housing Project to comprise in various self contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the Seller ALLOCATION) and the Developer shall be entitled to the remaining area out of the total constructed area of the said Premises to comprise in various self contained flats units apartments constructed spaces and car parking spaces.
- 18) By and under the said Development Agreement it has been further agreed that the Developer will undertake development of the said Premises by causing a

new building and/or buildings to be constructed thereat (hereinafter collectively referred to as the SAID PROJECT and/or PHASE I BUILDING) .

- 19) Subsequently the Seller and the Developer entered into an Allocation Agreement, wherein the Developer has been authorized and entitled to enter into agreement for sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development of the said Premises and to receive, realize and collect the sale proceeds arising there from and that the net revenue generated consequent to sale and transfer of the units forming part of the said development of the said Premises will be divided and distributed amongst the Seller and the Developer in the manner as follows :-
- a. **The Developer will be entitled to get 70% of the total profit** of the sale consideration of constructed saleable spaces including car parking spaces, undivided share of land comprises in the **Project** and common areas and facilities, after deduction and/or adjustment of the all the cost of the construction of the building, obtaining sanction plan, advertisement charges, brokerage, and all other miscellaneous and incidental expenses.
 - b. **Owner's Allocation: The Owner's will be entitled to get 30% of the total profit** of the sale consideration of constructed saleable spaces including car parking spaces, undivided share of land comprises in the **Project** and common areas and facilities, after deduction and/or adjustment of the all the cost of the construction of the building, obtaining sanction plan, advertisement charges, brokerage, and all other miscellaneous and incidental expenses.
- 20) **The Beonta -I Gram Panchayet Samiti has granted the commencement certificate to develop the said premises vide approval dated - 01/02/2019.**
- 21) In pursuance of the said Development Agreement and in furtherance thereof, the Developer caused a map or plan sanctioned by the South 24 Parganas Zilla Parishad, vide Building Permit No. 538/668/KMDA dated 09.07.2018

(hereinafter referred to as the said PLAN) in the names of the Seller whereby the Developer has become entitled to construct erect and complete a new building at the said Premises comprising of various self contained flats / units/ apartments / constructed spaces and car parking spaces capable of being held and/or enjoyed independently and independent of each other without making any changes to the approved plan. The expression 'PLAN' shall **mean and include** all modifications and/or alterations and/or amendments made thereto from time to time.

22) The developer has registered the project under the provision of the West Bengal Housing Industry Regulation Act, 2017, with the West Bengal Housing Industry Regulatory Authority at -----on ----- under registration number-----.

23) The Purchaser(s) had applied for a Flat/Unit/Apartment in the Project Vide Booking Application No. dated and has been allotted Flat/Unit/Apartment No., having carpet area ofSq. Ft. on the Floor, in Block/Tower No., along with Garage / covered car parking No. admeasuring Sq. Ft. (more or less) (hereinafter referred to as the said "**FLAT/UNIT**"), **TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share in all Common Parts Portions and Facilities to be comprised in the said Building attributable and/or allocable to the said **Flat** **AND TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share in the land forming part of the said Premises attributable and/or allocable to the said Flat (hereinafter collectively referred to as the said **UNIT AND THE PROPERTIES APPURTENANT THERETO** which is more fully and particularly mentioned and described in the **SECOND**

SCHEDULE hereunder written) for the consideration and subject to the terms and conditions hereinafter appearing.

24) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The parties are desirous of recording the same, in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE I - DEFINITIONS
AND INTERPRETATION

1.1 Definitions

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017) ;
- (b) “**Appropriate Government**” means the Government of West Bengal;
- (c) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (e) “**Section**” means a section of the Act.

B. **AND** the following expressions shall have the meanings assigned to them as under which are not contrary to any of the Sections of the WBHIRA Act.

- i) **AGREEMENT** means this Agreement for Sale executed between the Parties hereto and includes all Annexures, Recitals and Schedules.

- ii) **ARCHITECT** shall mean Raj Agarwal & Associates, 8B, Royd Street, Kolkata- 700 011 and or any other firm of architects appointed by the Developer.
- iii] **ASSOCIATION** shall mean any Association or ad hoc committee or holding organisation or registered society that may be formed by the Developer and/or Flat Owners of the Entire project for the purpose of management and administration of the new building(s).
- iv) **AUTHORITY OR AUTHORITIES** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on behalf of the Government of India or any State or other Subdivision thereof or any municipality, district, panchayat or other subdivision thereof and any other municipal/local authority having jurisdiction over the said Entire premises.
- v) **APARTMENT/UNIT/FLAT** shall mean the Apartment/Unit/Plat agreed to be acquired by the PURCHASER in terms of this Agreement for residential purposes on ownership basis (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).
- vi) **CARPET AREA** shall mean the total usable area of the Flat (excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area) but including all passages, internal partition walls and/or any other area within the Flat which shall be exclusively owned by the Purchaser. Such carpet area shall be computed on a bare shell basis, prior to application of any finishes/finishing material and is subject to a variation (increase or reduction) of 2% on account of structural, design or construction variances.
- vii) **COMMENCEMENT DATE** shall have the meaning as specified in Clause 3.1 of this Agreement.

viii) **COMMON AREAS, PARTS AND PORTIONS AND FACILITIES** shall mean such area, parts and portions and facilities of the said Building available for use and enjoyment of all the Flat Owners and/or occupiers and shall include such elements as are more fully and particularly described in the **THIRD SCHEDULE** hereunder written).

ix) **COMMON EXPENSES** means the charges payable proportionately by the Purchaser and the other Unit Owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written).

x) **COMMON PURPOSE** shall mean and include the purpose of maintaining the Said Project and the said building and in particular the Common Areas, Parts And Portions And Facilities and providing facilities to the Unit Owners there from and meeting of the Common Expenses and matters relating to mutual rights and obligations of the owners of various Units and common use and enjoyment thereof.

xi) **DEED OF CONVEYANCE** means the Deed of Conveyance to be executed or caused to be executed by the Seller, and the Developer in favour of the Purchaser(s) in terms of this Agreement.

xii) **ENCUMBRANCES** means any mortgage, charge (whether fixed or floating) pledge, lien, Lispendens, hypothecation, assignment, security interest of other encumbrances of any kind of securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under law.

xiii) **FLAT OWNER/APARTMENT OWNER/UNIT OWNER** shall mean person and/or persons who will be acquiring by way of deed of conveyance a particular flat/unit/apartment in the said Building forming part of the Project/Complex.

xiv) FORCE MAJEURE EVENT/UNAVOIDABLE DELAYS means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or cause to be prevented and which adversely affects the Developer's ability to perform obligations under this Agreement, which shall include but not be limited to:

- a) Acts of God including fire, drought, flood, earthquake, epidemics, natural disasters etc
- b) Explosions or accident including act of terrorism
- c) Strikes or lockouts, industrial dispute
- d) Non availability of any material due to any reason whatsoever beyond the control of the Developer
- e) War and hostilities of war, riots, strike or civil commotion
- f) Local disturbances
- g) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this agreement
- h) Any legislation, order or rule or regulation made or issued by the government or any other Authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of approvals for the said Complex/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies] become subject matter of any suit/writ before a competent court or for any reason whatsoever or
- i) Any events or circumstances analogous to the foregoing

xv) HOUSE RULES shall mean the house rules as hereinafter mentioned to be performed and observed by all the Apartment Owners.

xvi) LAW means all laws, promulgated and brought into force and effect by Government of India, State Government of West Bengal and/or local authorities (having power under law) including any rules and regulations made there under by the government, its agencies, local authorities, judgment, decree, injunctions, writs and orders of any court of law, as may be in force and effect during the subsistence of this agreement.

xvii) FMC / MAINTENANCE AGENCY means the person (s)/ agency /body/ appointed by the Developer or the Association as the case may be who shall carry out the maintenance and upkeep of the said Building and who shall be responsible for providing the maintenance services within the said building

xviii) OTHER CHARGES shall mean the charges levied or leviable, now or in future, by whatever name called, with all such conditions imposed and includes legal costs, charges and expenses for the preparation of all necessary documents, including the conveyance deed in favour of the Purchaser(s), the declaration to be filled under the Act, charges, taxes towards betterment/development of Entire property including amenities and also includes any further increase in such charges.

xix) PARKING SPACE(S) means the parking space(s) which may be allotted to the Purchaser(s) for his/her/its/their exclusive use. For the avoidance of doubt it is clarified that Parking Space(s) shall not form part of the Common Areas and Facilities and will be meant for exclusive use by the Flat Owner to whom it is allotted.

xx) PERSON shall mean any individual, partnership, association, joint stock company, body corporate, private limited companies, limited companies, limited liability partnership, joint venture corporation, trust, unincorporated organisation or government, or agency or subdivision thereof.

xxi) PLAN shall mean the Building plan sanctioned by the Authorities concerned and shall include such modification or variation as may be made by the Developer from

time to time with prior sanction from the Authorities concerned in accordance with applicable laws.

xxii) PURCHASER(S) shall mean the party hereto of the FOURTH PART and shall include his/her/its/their heirs, legal representatives, executors, administrators OR which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its-successors and assigns)

xxiii) **PROPORTIONATE OR PROPORTIONATELY** shall mean the super built up area of any Unit to bear to the super built up area of all the Units in the said building provided that where it refers to the share of the Purchaser(s) or any other Unit Owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

xxiv) **HOUSING COMPLEX** shall mean the buildings to be constructed at the said Premises and /or the Entire Project/Complex. The said Complex shall always be known as "**HARMONY**".

xxv) **SAID BUILDING** shall mean the new building/s to be constructed at the said Premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.

xxvi) **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

xxvii) **SERVICE /MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Seller and/or Developer and/or the Association incorporated for the

said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Seller and/or Developer and/or the Association in their absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser(s) on account of the service and maintenance charges shall be determined by the Developer and/or the Association in their absolute discretion.

xxviii) THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO shall have the meaning as more particularly ascribed to the term in Article IV of this Agreement.

xxxix) TOTAL CONSIDERATION means the amount amongst others payable for the said Unit and the Properties Appurtenant Thereto but does not include other amounts, charges, security amount etc which are payable in accordance with the terms of this Agreement including but not limited to:

- i) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and Deed of Conveyance
- ii] The Maintenance Charges, property tax, municipal tax on the said building
- iii) Additional Other Charges, wealth tax, government rates, tax on land or any construction, fees of all and any kind by whatever named called and imposed by any statutory authority on the said building.
- iv) Cost of installation of fire fighting systems (in addition to existing fire detection/fighting codes and National Building Code, 2003) within the said unit including equipment, accessories, pipes etc.
- v) The cost of installation of electrical fittings, fans, fixtures, electrical and water meters in the said Unit and the consumption charges for water and electricity
- vi) Any other charges/tax/cess/levies etc levied by any authority that may be payable by Purchaser(s)
- vii) Generator (running and maintenance charges)

xxxx) THIRD PARTY means any person who is not a signatory to this Agreement.

xxxxi) TRANSFER CHARGES means the charges that are levied on any transfer /assignment /nomination by the Purchaser(s) of the said unit before the Deed of Conveyance is executed by the Owners and the Developer.

xxxxii) REPRESENTATIONS AND WARRANTS OF THE DEVELOPER:

The developer hereby represents and warrants to the purchaser as follows:

- (I) The Developer 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 Developer has lawful rights and requisites approval from the competent authorities to carry out development of the project,
- (III) There are no encumbrances upon the said land or the project [in case there are any encumbrances on the land provide details of such encumbrances including any rights, interest, title and name or party in or over such land],
- (iv) There are no litigations pending before any court of law or authority with respect to the said land, project or the (Flat/Unit/Apartment),
- (v) All approvals, licenses, and permits issued by the competent authorities with respect to the project, said land and(Flat/Unit/Apartment) are valid and subsisting and have being obtained by following due processes of law. Further, the developer has been and shall , at the times remain to be in compliance with all applicable laws in relation to the project, said land, building and (Flat/Unit/Apartment) and common areas,
- (vi) The developer has the right to enter in to this agreement and has not committed or omitted to perform any act or thing where by the right, title and interest of the purchaser created herein , may prejudicially be affected,
- (vii) The developer has not enter in to 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/Unit/Apartment) which will , in any manner , affect the right of purchaser under this agreement,
- (viii) The developer confirm that the developer is not restricted in any manner whatsoever from selling the said(Flat/Unit/Apartment) to the purchaser in the manner contemplated inthis agreement,

- (ix) At the time of execution of the conveyance deed the developer shall had over lawful, vacant, peaceful, physical possession of the (Flat/Unit/Apartment) to the purchaser and the common areas to the association of purchaser or the competent authority , as the case may be,
- (x) The scheduled property is not the subject matter of any HUF and that no part there of is own by any minor and/or no minor has any right ,title and claim over the First scheduled property,
- (xi) The developer has delay 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 out going, 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 authorities, 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 developer in respect of the said land and/or the project.

ARTICLE II - ACKNOWLEDGEMENT.

DISCLAIMERAND JISCLOSURE

At or before entering into this Agreement, the Purchaser(s) :

- (a) Has/have fully satisfied himself/ herself/ itself/themselves as to the title of the Owners
- (b) Has/have inspected the original title deeds
- (c) Has/have received a copy of the original title deeds
- (d) Has/have inspected the Development Agreements and power of attorney granted in pursuance thereof and is fully aware of the terms and conditions as stipulated therein
- (e) Has/have inspected the said Plan

(f) Acknowledges that the right of the Purchaser(s) shall remain restricted to the said Flat/Unit intended to be acquired by the Purchaser(s) and that the Purchaser(s) shall have no right and hereby disclaims all rights over and in respect of the other parts and portions of the said Building except for the Common Parts and Portions and Facilities as specified in the **THIRD SCHEDULE** over which the Purchaser(s) shall acquire a proportionate interest upon execution of the Deed of Conveyance and the Parking Space which shall be allotted to the Purchaser(s) at the time of execution of the Deed of Conveyance and over which the Purchaser(s) shall acquire a right of exclusive use upon such allotment.

g) Have obtained independent legal advice and has caused this agreement to be vetted by his/her/its/their Advocates

h) Acknowledges that the terms and conditions of this agreement are fair and reasonable and sufficiently protects the interest of the Purchaser(s) and the Purchaser(s) do/does not have any objections and agrees not to raise any objection in respect of the terms and conditions as specified in this Agreement or any subsequent amendments to this Agreement, which amendments will be effected with the consent of the Purchaser(s).

S) Acknowledges that the Developer has provided all information and clarifications as required by the Purchaser(s) and is fully satisfied with the same and further acknowledges that the Purchaser(s) has/have relied on his/her/its/their own judgment and investigation while deciding to purchase the Flat without being influenced by any advertisements, sales plans, brochures, representations outside the scope of this Agreement, whether by the Developer or their brokers, agents, representatives or employees.

ARTICLE III - COMMENCEMENT

3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement first above written (hereinafter referred to as the "COMMENCEMENT DATE")

ARTICLE IV - SALE AND TRANSFER

In consideration of the various amounts as hereinafter appearing agreed to be paid by the PURCHASER(S) to the DEVELOPER and subject to the Purchaser(s) performing and observing all the conditions and covenants herein contained and to be paid, performed and observed by the PURCHASER(S), the SELLER has agreed to sell and transfer and the Purchaser(s) has/have agreed to purchase and acquire on ownership basis **FIRSTLY ALL THAT** the Flat No. on the floor of the said Building being Tower No. '.....' at the said Premises admeasuring a carpet area of sq. ft-, (more or less] including a servant quarter (hereinafter collectively referred to as the said "FLAT/UNIT") **AND SECONDLY ALL THAT** the exclusive right over and in respect of ALL THAT the number of open car parking space in the ground floor/number of covered car parking space in the ground floor/number of covered car parking space in the basement ("CAR PARKING SPACE") **to** be allotted to the Purchaser(s) **TOGETHER WITH ALL THAT** the undivided impartible indivisible proportionate share in all Common Parts Portions and Facilities to be comprised in the said Building attributable and/or allocable to the said Flat **AND TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share in the land forming part of the said Entire Project attributable and/or allocable to the said Flat (hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO which is more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) for the consideration and subject to the terms and conditions hereinafter appearing

ARTICLE V - CONSIDERATION/PAYMENT

5.1 Total Consideration

IN consideration of the above the Purchaser(s) has/have agreed to pay to the DEVELOPER an aggregate sum of Rs. _____/- (Rupees _____only) (hereinafter called the **TOTAL CONSIDERATION AMOUNT**) towards the **UNIT AND THE PROPERTIES APPURTENANT THERETO**). The total price above includes taxes (consisting of tax paid or payable by the developer by way of GST 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 named called) upto the date of handing over the possession of the flat to the Purchaser and the project to the Association or the competent Authority, as the case may be after obtaining Competent Certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser to the developer shall be increased /reduced best on such change/modification.

Provided that if there is any increase in the taxes after 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.

5.2. The developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in clause 5.1 above and the Purchaser shall make payment demanded by the developer within the time and in the manner specified therein. In addition, the Developer shall provided 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.

5.3. The total price of (Flat/Unit/apartment) includes recovery of price of land, construction of (not only the Flat/Unit/apartment but also) the common areas, internal

development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat/Unit/apartment, lift, waterline and plumbing ,finishing within, marbles, tiles, doors ,windows, fire detection and fire fighting, equipment in the common areas , maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the (Flat/Unit/apartment) and the project.

5.4. The total price is escalation- free, save and except increases which the Purchaser hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase charges which may be levied or imposed by the competent authority from time to time. The developer under takes and agrees that will rising a demand on the purchaser for increase in development charges, cost/charges imposed by the competent authorities, the developer shall enclose the said notification/order/rule/regulation to that effects 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 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 charge from the Purchaser.

5.5 The purchaser(s) shall make the payment as per the payment plan set out in The Fifth Schedule (payment plan).

5.6. It is agreed that the developer 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 the Fourth Schedule (which shall be in conformity with the advertisement, prospectus etc. on The basis of which sale is effected) in respect of the Flat/Unit/Apartment, 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 alteration as may be required by the purchaser or such minor changes or alterations as per the provisions of the act.

5.7. (Applicable in case of a Flat/Unit/apartment) the Developer shall confirm to the final carpet area that has been allotted to the purchaser after the construction of the building in complete and the occupancy certificate(or such other certificate by whatever name called issued by the competent authorities granted by the competent authority, by furnishing details of the change any, in the carpet area. The total price payable for carpet area shall be recalculated upon the confirmation by the developer. If there is reduction in the carpet area then the developer shall returned 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 excuse amount was paid by the purchaser. If there is any increase in the carpet area , which is not more the 3% of the carpet area of the Flat/Unit/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 the Fifth Schedule. All these monetary adjustments shall be made at the same date per sq. ft. as agreed in para 5.1 of this agreement.

5.8. subject to terms stated herein the developer agrees and acknowledges,the purchaser shall have the right to the (Flat/Unit/apartment) as mentioned below :

- 1) The purchaser shall have exclusive ownership of the (Flat/Unit/apartment).
- 2) The purchaser shall also have undivided proportionate share in the common area. 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 developer shall hand

over the common areas to the association of purchaser after duly obtaining the completion certificate from the competent authority as provided in the act.

3) That the computation of the price of the (Flat/Unit/apartment) includes recovery of price of land, construction of (not only the Flat/Unit/apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat/Unit/apartment, lift, water line and plumbing, finishing with paint ,marbles, tiles, doors, windows, fire, detection and firefighting equipment in the common areas, maintenance charge as Provided by the Developer and includes cost for providing all other facilities, amenities and specifications to be provided within the (Flat/Unit/apartment) and the project.

4) The purchaser has the right to visit the project site to assess the extent of development of the project and his Flat/Unit/apartment, as the case may be.

5.9. It is made clear by the developer and the purchaser agreed that the purchaser agreed that the (Flat/Unit/apartment) along with garage/covered parking shall be threaded s 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 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 aminities shall be available only for use and enjoyment of the Purchaser of the Project.

5.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Flat/Unit/Apartment to the Purchaser, which it has collected from the purchaser, for the payment of out goings (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 others

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 out goings collected by it from the Purchaser or any liability, mortgage loan and interest thereon before transferring the Flat/Unit/Apartment to the Purchaser, the Developer agrees to be liable, even after the transfer of the property, to pay such out goings and penal changes, if any, to the authority or person to whom there payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

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.

5.11 Earnest Money Deposit

(a) A sum equivalent to 10% (ten percent) of the Total Consideration Amount shall be treated by the Developer as Earnest Money, which shall be liable to be forfeited by the Developer for reasons mentioned elsewhere in this agreement.

b) The Purchaser(s) acknowledge/s that the payment of the Total Consideration is linked to the progress of the construction and consequently timely payment of the Total Consideration in accordance with the construction plan is of essence. By execution of the present Agreement, the Purchaser(s) specifically covenants and acknowledges the terms and conditions of this Clause and the Earnest Money Deposit paid hereunder and further agrees that in the event of breach of any of the terms and conditions herein contained by the Purchaser(s), the Developer shall be entitled to terminate this Agreement, forfeit the Earnest Money Deposit and refund any amounts paid in addition thereto without payment of interest on the amounts deposited with the Seller.

5.12 The Total Consideration payable by the Purchaser pursuant to the provisions of this Agreement, shall be paid in accordance with the Scheme of Payment as set out in

the Fifth **Schedule** of this Agreement, The Developer shall raise demands in accordance with the construction schedule which will need to be paid within a period of 15 days from the date of issuance of the demand letter.

5.13 In addition to the amount of consideration agreed to be paid by the Purchaser(s) the Purchaser(s) shall be liable and has agreed to make payment of certain additional amount which does not form part of the consideration amount and the following amounts shall be paid by the Purchaser to the Developer at or before taking over possession of the said Unit and the Properties Appurtenant Thereto: this

Stamp duty, registration fees and incidental charges and expenses for execution of this Agreement and the Deed of Conveyance which shall be borne by the Purchaser(s) and shall be calculated as per actual charges levied by the relevant Authority.

(a) It shall be the obligation and responsibility of the PURCHASER(S) to cause this Agreement to be registered upon making payment of the Stamp Duty and Registration charges payable in respect thereof. Upon notice being given the Developer, in the event that the Seller, Developer or the Confirming Party suffers any claim or losses or liability on account of non-payment of Stamp Duty and Registration charges or deficient payment, the PURCHASER(S) agrees to indemnify and keep the Developer, the Confirming Party and the SELLER indemnified and saved harmless from and against all costs charges claims action suits and proceedings.

(b) In respect of the Deed of Conveyance, the Developer shall intimate the Purchaser to approach the Developer for registration of the deed of conveyance upon receipt of stamp duty, registration charges and other incidental expenses required for registration of the deed which shall be borne by the Purchaser(s) Only. Simultaneously with the offer of possession, the Developer shall inform the Purchaser(s) of the amounts required to be paid towards stamp duty and registration charges which will need to be deposited by the Purchaser(s) within a period of 15 days from the date of receipt of the Offer of Possession Letter. ,, , ii)

Charges for providing any additional work in and/or relating to the said Flat/Unit at the request of the PURCHASER(S) if agreed by the Developer and for providing any additional facilities or utility for the said Flat shall be paid, borne and discharged by the PURCHASER(S).

iii) All such deposits and charges as specified in Article VI of this Agreement, the payments towards which shall be paid at the time of, or before taking over the possession of, the said Flat.

iv) The Maintenance Charges, property tax, municipal tax on the said building, Additional Other Charges, wealth tax, government rates, tax on land or any construction, fees of all and any kind by whatever named called and imposed by any statutory authority on the said building .

v) **EVENTS OF DEFAULTS AND CONSEQUENCES**

- 1) Subject to the force Majeure clause, the Developer shall be consider under a condition of Default, in the following events:
 - (i) Developer fails to provide ready to move in possession of the (Flat/Unit/Apartment) to the Purchaser within the time period specified in fifth Schedule 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 Flat/Unit/Apartment shall be in a habitable condition which is complete in all respects including the provision of all specification, 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 authorities;
 - (ii) Discontinuance of the developer's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made there under.
- 2) In ease of Default by Developer under the conditions listed above, purchaser is entitled to the following:
 - (I) Stop making further payments to developer as demanded by the developer. if the purchaser stop making payments the developer shall correct the situation by

completing the construction mile stone and only thereafter the purchaser be required to make the next payment without any interest; or

- (II) The purchaser 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 under any head whatsoever towards the purchaser 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 a purchaser does not intent to withdrawal 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/Plot), which shall, be paid by the developer to the purchaser within forty-five days of it becoming due.

- 3) The purchaser shall be consider under a condition of default on the occurrence of the following events:
- (i) In case the purchaser fails to make payments for consecutive demanded made by the developer as per the payment plan annexed here to , despite having being issued notice in that regards the purchaser 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 condition listed above continues for a paid beyond ----- consecutive months after notice from the developer in this regards, the developer may cancel the allotment of the (apartment/plot) in favor of the purchaser and refund the money paid to him by the purchaser by deducting the booking amount the interest liabilities and this agreement shall there upon stand terminated:

provided that the developer shall intimate the purchaser about such termination at least thirty days prior to such termination.

Time for payment shall always remain as the essence of the contract. In the event of any default on the part of the PURCHASER(S) in making payment of any of the amount in respect of total consideration, agreed to be paid in terms of this Agreement, the Developer shall be entitled to claim interest at the rate of 15% per annum on the amount remaining outstanding and this will be without prejudice to any other right which the Developer may have against the Purchaser(s).

5.12 The PURCHASER(S) agrees and covenants not to claim any right or possession over and in respect of the said Flat till such time the Purchaser(s) has/have made and/or deposited all the amounts herein agreed to be paid or deposited by the PURCHASER(S).

5.13 Variation in Total Consideration in the event of variation of Carpet Area

a) It is hereby expressly agreed by and between the parties hereto that the amount of consideration agreed to be paid by the Purchaser(s) to the Developer is based on the provisional estimate of the carpet area forming part of the said Flat subject to a variation of plus/minus 3%.

(b) The Purchaser(s) acknowledges that there shall be no additional costs levied on the Purchaser(s) on account of an increase in the Carpet Area up to 3% and simultaneously no amounts shall be refunded by the Developer in the event of a decrease in the Carpet Area by 3%.

In the event of the carpet area exceeding by 3% and certified so by the Architect there will be a proportionate increase in the amount of consideration and the Purchaser shall be liable to make payment of such increased consideration and in the event of the carpet area reducing by 3% and certified so by the Architect there will be a proportionate decrease in the amount of consideration and the Developer shall be liable to refund the difference of such consideration.

(c) In the event of there being an increase in the carpet area exceeding 3% and certified so by the Architect, the Developer will communicate the same to the Purchaser(s) and within seven days from the date of such communication the purchaser(s) shall make payment of the increased amount of consideration payable in respect of the increased carpet area and in the event of there being an decrease in the carpet area exceeding 3% and certified so by the Architect, the Developer will communicate the same to the Purchaser(s) and within seven days from the date of

such communication the Developer shall refund the differential amount of consideration payable in respect of the decreased carpet area.

ARTICLE VI - OTHER CHARGES AND DEPOSITS

6.1 Maintenance Charges

(a) It is agreed and understood between the Parties that the Developer has been engaged for the purpose of construction and development of the Building and the maintenance of the Building will be carried out through the Association formed for this purpose.

(b) However, it is estimated that upon successful completion of the Building and till other formalities pertaining to handover of possession and formation of Association are completed, the Developer will be constrained to undertake maintenance of the Building and consequently will incur significant expenses pertaining to the same. The Purchaser(s) acknowledges that the levy of the maintenance charges as per the calculations specified hereunder are fair and reasonable and the Purchaser(s) shall be duly obligated to pay the same.

(c) Consequently, the Purchaser(s) acknowledges and agrees to pay the charges towards maintenance as may be levied by the Developer which shall be calculated in the following manner:

[i] For a period of 3 months from the date of completion of construction as recorded in the Offer of Possession Letter: Actual Cost with a mark-up of 15% over and above the "at actual" cost which may be incurred towards maintenance (whether such cost is incurred by the Developer directly or such cost is incurred pursuant to levy of charges by FMC/Maintenance Agency which is appointed for this purpose by the Developer/Seller)

(ii) For a subsequent period after expiry of the period as specified in sub-clause (i) above if the services of the Developer are taken then: Actual Costs *with a mark-up of*

25% over and above the actual cost which may be incurred towards maintenance (whether such cost is incurred by the Developer directly or such cost is incurred pursuant to levy of charges by FMC/Maintenance Agency which is appointed for this purpose by the Developer.

(d) Such maintenance charges will be divided between the Flat Owners proportionately on the basis of the super built up area acquired by the Purchaser(s).

6.2 In addition to the charges as specified above, the Purchaser(s) shall be liable to pay the following deposits to the Developer as and when demanded by the Developer:

(a) Interest Free Refundable Deposits:

(i) Deposits on account of Panchayet rates and taxes in respect of the said Unit/Flat - Rs. 36/- per sq. ft. on the total super built up area of the said Flat

(c) Upon formation of the Association/ Adhoc Committee / Holding Organisation as hereinafter appearing, the Sinking Fund, Club Maintenance Deposit as" well as such other amounts which shall remain unadjusted out of the deposits to be made by the PURCHASER(S) and other Flat Owners shall be transferred to such Association/ Adhoc Committee /Holding Organisation.

6.3 In the event of any part or portion of the said Adjustable Deposits and/or Sinking Fund being adjusted and/or appropriated because of any default on the part of the PURCHASER(S), the PURCHASER(S) shall be liable and agrees to replenish the amount with the intent and object that it shall be the obligation of the PURCHASER(S) to secure the amount payable on account of the Adjustable Deposits and Sinking Fund.

6.4 The amounts to be determined "**at actual**" in this Article VI shall be such as shall be certified by the Developer and the PURCHASER(S) agrees to accept the same. Where possible, the Developer shall maintain the original receipts of the costs and expenses incurred by the Developer signifying the "at actual" costs being paid by the Developer which the Developer shall produce upon request.

ARTICLE VII- CONSTRUCTION

COMPLETION AND POSSESSION - ADDITIONAL LANDS

7.1 Unless prevented by Force Majeure Events/Unavoidable Delays, the Developer shall construct erect and complete the said Flat in all regards on or before 30th September 2020 subject to a grace period of 6 (six) months (hereinafter referred to as the "**COMPLETION DATE**"). It is clarified that the Completion Date as specified in this Agreement is the maximum time which may be taken, subject to prevention on account of Force Majeure Events, for the completion of construction and the issuance of Offer of Possession Letter to the Purchaser(s). However, the Developer may complete the construction prior to the Completion Date as specified herein. The Purchaser(s) specifically acknowledges and understands that the payment of installments is linked to the progress of construction and is not a time linked plan. The Purchaser(s) shall at all times be required to pay installments and other charges / deposits as specified in this Agreement in accordance with the provisions of this Agreement and shall not raise any protest or have any objection to the construction being completed or the Offer of Possession Letter being issued prior to the Completion Date.

7.2 The said Flat shall be deemed to have been completed if so certified by the Architect for the time being.

7.3 The Flat shall be completed with such materials and specifications more specifically set out in the SIXTH SCHEDULE of this Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure Events or to improve or protect the quality of construction, the Developer shall, on the recommendations of the Architect, be entitled to effect such changes in the materials and specifications as set out in the SIXTH SCHEDULE provided that the Developer shall ensure that the cost and quality of the substituted materials or specifications is

equivalent or higher than the quality and cost of materials and specifications as set out in the SIXTH SCHEDULE.

7.4 In the event of the PURCHASER(S) requiring any upgradation of materials and/or specification in the said Flat/Unit and if the Developer agreeing to carry out such upgradation, all differential costs, charges and expenses in respect of such upgradation shall be borne by the PURCHASER and paid prior to such upgradation being carried out.

Upon completion of construction, the Developer will issue a letter to the Purchaser(s) informing the Purchaser(s) that the construction is completed and is ready for possession by the Purchaser(s) (hereinafter referred to as the **OFFER OF POSSESSION LETTER**). The Developer shall also specify the balance consideration and other charges / deposits as specified in this Agreement which are payable by the Purchaser(s) for taking over the possession of the Flat / Unit. Within a period of 15 days from the date of issuance of the Offer of *possession* Letter, the *PURCHASER shall inspect the* Flat, deposit the balance consideration and other charges as specified in the Offer of Possession Letter and take over possession of the said Flat/Unit by execution of necessary documents. For the avoidance of doubt, it is expressly clarified that prior to taking over possession of the said Flat, the Purchaser(s) shall pay and / deposit with the Developer all such amounts as are due and payable by the Purchaser (including costs towards registration and stamp duty for execution and registration of the Deed of Conveyance and maintenance cost for one year which will be transferred as per the terms of this Agreement) as specified in the Offer of Possession Letter.

7.6 From the Date of Offer of Possession Letter, all rates taxes and other outgoings including maintenance charges payable in respect of the Flat/Unit and the properties appurtenant thereto shall have to be paid borne and discharged by the PURCHASER(S). The Purchaser further acknowledges that the Developer and/or

nominees may undertake constructions on an additional piece of land adjacent to the said Premises ("**Additional Land**"). The Developer may only provide for a passageway for ingress and egress for men, materials and vehicles across the said Premises and/or the Entire Project into the Additional Land. For the purpose of such passageway, the Developer or nominees shall be entitled to enter into an irrevocable license deed with the Owners of the said project which shall be binding upon the Association formed for management of the Housing Complex. It being agreed that in consideration of such license and the same shall enure to the benefit of the Association. By executing the present Agreement, the Purchaser has provided his/her/its no-objection / consent to the execution of such arrangement and further undertake to not raise any disputes in future over the grant of such license or use of the passageway.

7.8 Holding Charges

(a) In the event that the Purchaser(s) fails to take over possession of the Flat or Unit by making requisite payments as stipulated in the Offer of Possession Letter within a period of 15 days from the date of issuance of the Offer of Possession Letter, the Developer shall be entitled to levy upon the Purchaser(s), holding charges calculated at the rate of Rs. 10,000/- (Rupees Ten thousand only) per month.

(b) The Purchaser(s) acknowledges and understands that till such time as the possession is taken over by the Purchaser(s), the Developer shall be constrained to incur costs and expenses towards general upkeep and maintenance including security of the Flat besides incurring costs towards employment of necessary personnel to oversee the process of handing over of possession of the various Flats or Units in the new building. The Purchaser(s) further acknowledges that holding charges are being levied to suitably compensate the Developer towards such costs and charges as may be incurred and as such the levy of holding charges on failure or delay to take over possession of the Flat in a timely manner is fair and reasonable.

7.9 In the event of any defect in construction of the Unit or any part thereof or if there be any defect in material used or provided in the Unit which is brought to the notice of the Developer within a period of five years from the date of delivery of possession and/or deemed possession, whichever be earlier, the Developer shall at its own costs within 30 days least delay undertake necessary remedial steps for rectification and/or replacement of the same PROVIDED THAT the liability of the Developer to undertake remedial steps for recertification and/or replacement of any materials, specifications shall arise only in cases where the defect occurs due to the fault of the Developer and in the events of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. In the event that there is any dispute specifically in relation to any alleged defect or deficiency in the materials or equipments provided by the Developer, the said dispute shall, notwithstanding the provisions of arbitration as hereinafter contained, be referred to the Architect whose decisions in relation to the same shall be final and binding. In the event that such dispute subsists, the same shall thereafter be referred to arbitration in accordance with the provisions of this Agreement.

7.10 Subject to force majeure, if for any reason whatsoever the Developer is unable to complete the said Unit and the Properties Appurtenant on or before the Completion Date (including the grace period as specified in this Agreement) then and in that event the Developer shall be liable and agree to pay to the Purchaser(s) interest to be calculated at the rate of 15% per annum on the amounts paid by the Purchaser(s) till then.

7.11 The said amount of interest as provided in clause in 7.10 shall be calculated from the Completion date (including the grace period as specified in this Agreement) till the date of Notice of Possession.

7.12 It being expressly made clear that the right of the Purchaser(s) shall remain restricted to the Flat intended to be acquired by him/her/it/them and shall have no right over and in respect of the other Phase Building except the right to use and enjoy the various common facilities and/or utilities which may be available for common use and enjoyment for all the owners and/or occupiers of the said housing complex.

7.13 The Purchaser at or before the execution of this agreement has examined the building plan in respect of the Phase 1 building as well as the building plan in respect of the Phase 2 building and is fully satisfied in respect thereof and hereby agrees not to do any act, deed or thing whereby the Developer is prevented from proceeding with the work of construction of the said housing complex.

7.14 It is hereby made expressly clear and the Purchaser(s) acknowledges that the owners and occupiers of the Phase 1 Building and Phase 2 Building will have the right of way over and into all passageways, entrances exits and a right over and through all common areas parts and portions and facilities of the Entire Project as may be decided by the Developer from time to time

ARTICLE VIII - GREEN BUILDING

The Developer is desirous of undertaking the construction of the said new building and/or building(s) as a "GREEN BUILDING", in accordance with regulations applicable thereto.

It being expressly agreed and declared that it will be entirely at the discretion of the Developer to undertake the construction of such "GREEN BUILDING'.

**ARTICLE -IX, MANAGRMENT OF THE COMMON PARTS AND
PORTIONS OF COMMON AREA MAIMTEHAHCE CHARGES (CMA
CHARGES)**

9.1 Immediately after completion of the said Housing Complex comprising of Phase 1 and Phase 2, the Developer shall cause an Association /Holding Organisation to be formed.

9.2 Upon completion of construction of the buildings in Phase 1 and Phase 2, the Developer shall organize a general meeting to be held wherein the members including the Purchaser(s) shall approve and adopt the bye laws for formation of an Association. The bye laws shall be prepared and provided by the Developer at the general meeting of the members. All expenses towards formation of the Association shall be borne by the Purchaser(s) and proportionate charges for the formation of the Society shall be paid by the Purchaser(s) to the Developer upon demand and in any time before delivery for the Possession to the Purchaser (s).

9.3 Upon formation of the Association, all rights and obligations to undertake maintenance and provision of security etc. in respect of the new buildings in Phase 1 and Phase 2, shall be undertaken by the Association. It is specifically acknowledged by the Purchaser(s) that post the formation of the Association, the Developer shall be relieved of all obligations towards the maintenance and security of the new building in question and the same shall be the absolute responsibility of the Association. The Purchaser(s) shall become a member of such Association and shall be obligated to make payment of the proportionate share of maintenance charges

9.4 The Purchaser(s) acknowledges timely payment of the Common Expenses is a must and in the event of any default on the part of the Purchaser(s) any of the other Unit/Flat Owners and/or persons entitled to benefit of such services shall be entitled to enforce the same against the Purchaser(s).

9.5. The Developer (prior to the formation of the Association) and/or the Association shall be entitled to appoint a **Facility Management Company (hereinafter referred to as the said FMC)** to undertake the maintenance of the new building on such terms and conditions as the Developer and/or the Association shall deem fit and proper.

Where the maintenance is undertaken by the Developer (prior to formation of Association), the charges towards maintenance shall be such as specified in Clause 6.2 of this Agreement.

9.6 If at any time the Developer shall decide and in this regard the decision of the Developer shall be binding on the Purchaser(s), the Purchaser(s) may entrust the maintenance of the common parts and portions and rendition of common services to an Adhoc Committee of Flat owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall comprise of such of the Flat owners who may be nominated by the Developer and the Purchaser shall be bound by the same.

ARTICLE X- COMMON AREAS AND FACILITIES

10.1 USE OF COMMON AREAS AND FACILITIES- Subject to the provisions of this Agreement and also subject to the rules and regulations contained herein and those which may be made applicable to all the Flat Owners and/or as may be altered and/or modified from time to time, the Common Facilities shall be for common use of all the Flat Owners.

10.2 CAR PARKING SPACE(S): Notwithstanding anything elsewhere to the contrary contained herein, it is hereby expressly clarified that the Parking Space allocated to the Purchaser(s) shall not be treated as a Common Area or Facility and shall be meant for exclusive use of the Purchaser(s) herein for parking of motor cars.

ARTICLE XI- SINKING FUND

11.1 THE PURCHASER(S) acknowledges that in as much as the said new buildings is to be and/or shall form part of a prestigious housing complex, the services are to be upgraded from time to time and in connection therewith various costs are to be incurred including capital costs which may have to be incurred for the purpose of repairs and/or replacement of the various equipments and/or installations in the said Housing Complex. The PURCHASER(S) shall keep deposit with the Developer at or

before taking over possession of the said Flat a sum of Rs. 100/- per sq. ft. (hereinafter referred to as the SINKING FUND) which amount shall not bear any interest and shall be transferred to such Association and/or Holding Organization as the case may be.

11.2 In the event of the said Sinking Fund being utilized by the Developer or upon formation of the Association/Holding Organisation and/or FMC by such Holding Organisation and/or FMC on account of costs which may have to be incurred for the purpose of repairs and/or replacement of the various equipments and/or installations in the said Housing Complex then and in that event the Purchaser(s) and the other Unit Owners shall be liable to replenish the amount so spent and/or incurred proportionately without raising any objection whatsoever or howsoever.

ARTICLE - XII- LOANS AGAINST THE UNIT

12.1 It is hereby expressly agreed that notwithstanding that the Purchaser(s) approaches or has/have approached any banks/Financial Institutions for availing of a loan in order to enable the Purchaser(s) to make payment of the Total Consideration or part thereof in respect of the Unit to the Developer and/or mortgaged / mortgages the Unit with such Banks/Financial Institutions (which is to be subject to issuance by the Developer of a No-Objection letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser(s) to ensure that the timely payment of the Total Consideration or the pan thereof and/ or the amounts payable hereunder are paid. Further, the Developer or Seller shall not be liable or responsible for the repayment to such banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser(s). All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser(s). Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, CAM Charges,

property Tax, Society and Other Charges, any other costs, expenses, penalties payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Developer shall have a lien on the Unit to which the Purchaser(s) has/have no objection and hereby waives his right to raise any objection in that regard.

12.2 The Purchaser(s) hereby expressly agrees that so long as the aforesaid loan remain unpaid/outstanding, the Purchaser(s) subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Developer and/or such Banks/Financial Institutions. The Developer and Seller shall not be liable for any of the acts of omission or commission of the Purchaser(s) which are contrary to the terms and conditions-governing the said loan. It shall be the responsibility of the Purchaser(s) to inform the Holding Organization /Association about the lien /charge of such Banks/Financial Institutions and the Developer and Seller shall not be liable or responsible for the same in any manner whatsoever.

12.3 The Purchaser(s) shall indemnify and keep indemnified the Developer, Seller and their respective successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developer, the Seller and the Owners and their respective successors and assigns may suffer or incur by reason of any action that such banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser(s) of the terms and conditions governing the said loan in respect of the Unit.

12.4 After the Developer executes this Agreement , the Developer 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 effect the right and interest of the Purchaser who has taken or agreed to take such Flat.

ARTICLE XIII - RESTRICTIONS.

COMPLIANCES. HOUSE RULES. CLUB RULES AND FIT OUT MANDATES

13.1 In order to provide an efficient, disciplined, systematic, safe and secured management and maintenance of the common areas, parts and portions, facilities, amenities, affairs and installations of the said Project (which are common to all the Unit owners/occupiers of the said Project) by the Developer or the Association or the Facility Management Company for the utmost peaceful common use and enjoyment of the same, the Purchaser(s) and all other owners/occupiers of the Units in the said Project shall have to abide by strictly all the restrictions and house rules that the Developer or Association or Facility Management Company frame from time to time in this regard. As such after having taken possession of the said Flat the Purchaser(s) hereby agrees, acknowledges, covenants and undertake to observe, follow and abide by all such house rules, restrictions, compliances, club rules and fit out mandates described and mentioned in the SEVENTH SCHEDULE hereunder written and shall continue to abide by the same as may be amended or modified from time to time by the Developer or the Association or the Facility Management Company, as the case may be.

ARTICLE - XIV - TRANSFER

14.1 The PURCHASER(S) shall not be entitled to transfer and assign the benefit of this Agreement to any other person and/or persons nor create any interest of any other party in respect of the said Flat/Unit or under this Agreement before expiry of a period of 18 (Eighteen) months from the Commencement Date.

ARTICLE-XV- FORCE MAJEURE/UNAVOIDABLE DELAYS

15.1 THE Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by Force Majeure as defined above.

ARTICLE-XVI - DOCUMENTATION

16.1 Documentation shall be made by Nishant Kumar Saraf Advocates, Solicitor and Advocate of No. 8, Old Post Office Street, Kolkata, appointed by the Developer and the Seller for the Housing Complex, has prepared this Agreement and shall also draft the Deed of conveyance and/or transfer in respect of the said Flat/Unit including all other deeds, documents and instruments as may be necessary and/or required and the PURCHASER(S) commit himself/herself/itself/themselves to accept such drafts and/or deeds, documents and instruments as shall be prepared by Mr. Saraf excepting that the PURCHASER(S) shall be entitled to obtain an independent advice PROVIDED HOWEVER this will not absolve the PURCHASER(S) to make payment of the legal/professional fees payable to the Seller.

16.2 Stamp duty, registration fees for registration and all other fees and charges in relation to conveyance as applicable and intimated by Developer shall be paid and borne by the Purchaser 15 (fifteen) days prior to the date of registration.

16.3 The SELLER, Developer and the Confirming Party and the PURCHASER(S) shall take steps to execute the deed of conveyance to the flat Purchaser(s) within 90 (ninety) days from the date of handing over possession of the Flat and/or notice for possession of the flat

ARTICLE-XVII - MISCELLANEOUS

17.1 TERMS REASONABLE - The PURCHASER(S) acknowledges that the terms and conditions herein contained are fair and reasonable and the PURCHASER(S) confirms and declares that they have entered into this Agreement after taking the various factors into consideration and the amount of consideration agreed to be paid

by the PURCHASER(S) is fair and just and has agreed not to raise any objection on any account whatsoever or howsoever.

17.2 SEVERABILITY- If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provision hereof or the whole of the Agreement, but such terms or provision shall be deemed modified to the extent necessary in the court's opinion to render such terms or provision enforceable and the rights and obligation of the parties shall be construed and enforced accordingly, by preserving to the fullest permissible extent, the intent and agreements of the parties herein set forth.

17.3 COUNTER PARTS - This Agreement has been prepared in duplicate. The original of this Agreement has been handed over to the PURCHASER(S) and it shall be the obligation and responsibility of the PURCHASER(S) to cause this Agreement to be registered upon making payment of the Stamp Duty and Registration charges payable in respect thereof and upon notice being given the Developer shall remain present to admit the execution thereof and in the event the Developer being saddled with any liability on account of the Stamp Duty and Registration charges the PURCHASER(S) agrees to indemnify and keep the DEVELOPER and SELLER indemnified and saved harmless from and against all costs charges claims action suits and proceedings

17.4 **NO MODIFICATION** - None of the parties shall be entitled to alter and/or modify and/or change any of the terms *and* conditions of this Agreement unless expressly agreed between the parties hereto and recorded in a separate writing.

17.5 CREATION OF CHARGE -

(a) Notwithstanding anything contained hereinabove by execution of this Agreement, the Purchaser(s) has/have provided his/her/it/their consent to the Developer to apply for and obtain financial assistance and/or project finance from any bank and/or

financial institution and for the said purpose to create mortgage, security, charge or other Encumbrances over and in respect of the said building or any part or portion thereof in favor of the bank and/or other financial institution providing such loan and/or financial assistance to the Developer. For the avoidance of doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Purchaser(s) for creation of charge/mortgage over any part and portion of the Said building and no separate consent shall be required for the said purpose.

(b) Upon full payment of the amount of consideration by the PURCHASER(S) in terms of this Agreement and before handing over possession of the Flat/Unit intended to be acquired by the PURCHASER(S), the Developer shall cause the charge over and in respect of the said Flat/Unit or Complex to be removed.

17.6 NO CREATION OF CHARGE BY THE PURCHASER(S) - This Agreement is personal and except for the purpose of transfer to be effected in the manner as hereinbefore stated, the PURCHASER shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat/ Unit without the consent in writing of the Developer until such time the full amount of consideration has been paid by the PURCHASER(S) to the Developer and the PURCHASER(S) performing and observing all the other terms and conditions herein contained and on the part of the PURCHASER(S) to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount the PURCHASER(S) shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Flat/Unit for which no further consent of the Developer shall be required. However prior intimation in writing should be given to Maintenance Company /Committee /Association /Holding Organisation before renting it out on lease/on rental basis.

17.7 PURCHASER'S RIGHT - The right of the PURCHASER(S) shall remain restricted to the said Flat and the Properties Appurtenant thereto and in no event the PURCHASER(S) shall be entitled and hereby agrees not to claim any right in respect

of the other parts or portions of the said building and the said Entire property except the right over the common parts and portions

17.8 FINANCIAL ASSISTANCE - For the purpose of facilitating the construction of the said new building the Developer has obtained financial assistance from Axis Bank Ltd and shall also have the option to obtain financial assistance from any other banks and other financial institutions. In this regard the Purchaser(s) understands and acknowledges that the said entire property has been mortgaged by Sky View Developer to Axis Bank Limited for securing the Loan availed by the said Sky View Developer for the purpose of construction of the said Entire property and the Purchaser(s) takes notice that he/she/they is/are required to obtain a No Objection Certificate from Axis Bank Limited for creation of any encumbrances on the said Entire property. The Purchaser(s) agrees and undertakes that he/she they shall not create any encumbrances over the said Entire property/outlets till such time an NOC in writing is received from Axis Bank Limited.

17.9 NAME OF THE PROJECT - The name of the project shall be "**HARMONY**" and will not be changed.

17.10 PURCHASER'S OBLIGATION The Rules for use of all common facilities shall be laid down by the Developer /Committee/Association and in framing such rules Committee/Association/Hoi ding Organisation shall not make any distinction between Flat Owners in the said new building. The right over the common parts and portions of the new building will accrue to the PURCHASER(S) only upon acquiring ownership rights with respect to the Said Flat/Unit and Appurtenances thereto. The PURCHASER(S) further acknowledges the right of the Flats owners in the said new building to use the facilities and amenities comprising in the said new building once the same is commissioned /constructed and the PURCHASER(S) shall not raise any objection whatsoever or howsoever. From date of possession of the Said Flat/Unit and the properties. Appurtenances thereto the PURCHASER(S) assures/commits to pay

the rates and taxes applicable to the Flat/Unit and the Maintenance Charges which shall include his/her/its/their proportionate share of charges/expenses in maintaining all the facilities and amenities irrespective of use/availability.

17.11 **NO PARTNERSHIP** - The Developer and the Purchaser(s) has entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Developer and the Purchaser(s) or to be construed as a joint venture or joint ventures between the Purchaser(s) and the Developer nor shall the Developer and the Purchaser(s) constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

17.12 Developer **RIGHTS** -

(i) On or before conveyance the Developer shall be entitled to all future vertical and horizontal extensions or otherwise by way of additional construction or otherwise and the Purchaser(s) have agreed not to raise any objection in any manner whatsoever or howsoever. The Developer shall be entitled to put neon sign, hoardings and other display materials on any part or portion of the roof of the new building and the Purchaser(s) hereby consents and waives all rights to enable the Developer to put up such neon sign, hoardings and other display materials and agrees not to raise any objection whatsoever or claim any share in the rent. The Developer shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs, hoar dings/display materials. (U) The Purchaser(s) acknowledges that the Developer will have the right to apply for sanction of any addition F.A. R. in accordance with the building rules of local Authority as may be made applicable from time to time (hereinafter referred to as the ADDITIONAL FAR) and upon such application being made and such ADDITIONAL FAR being Sanctioned the Developer shall be entitled to undertake construction of such additional area and shall be entitled to connect the same with the existing utilities

and amenities and all constructions made on the said Additional FAR shall absolutely belong to the Developer without any right on the part or the Purchaser(s) or any person claiming through or under them and the Purchaser(s) hereby agrees and undertakes not to do any act deed or thing which may prevent the Developer from undertaking construction on such Additional FAR and selling or otherwise transferring the same.

17.13 ENTIRE AGREEMENT - The Agreement contains the entire Agreement of the parties along with its Schedules and supersedes all earlier recordings, Agreements, Memorandums, Brochures and/or arrangements between the Parties hereto. It is further agreed between the Parties that no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by all the parties. The Purchaser(s) acknowledges that no other stipulations, representations, guarantees or warranties have been made by the Developer other than what is specifically set forth herein.

17.14 **NO WORKS CONTRACT** - It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto that in the event of the Developer being liable to make payment of any Sales Tax or GST or any other statutory tax or duty or levy in respect of this Agreement, the PURCHASER(S) shall be liable and agrees to make payment of the same at or before taking over possession of the said Flat/Unit.

17.15 The Purchaser(s) has assured the Developer that they have the financial capacity to pay the balance of the total consideration amount in the manner mentioned herein.

17.16 During construction of the new building the PURCHASER(S) can make visits to his/her/its/their flat(s) only after obtaining prior permission/entry pass from the Site office

17.17 any application letter, allotment letter, agreement, or any other documents sign by the purchaser in respect of the said flat prior to execution and registration of agreement for sale for such flat shall not be construed to limit the right and interest of the purchaser under the agreement for sale or under the Act or the rules for the regulations made there under.

17.18 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 forced.

17.19The developer had assured the purchaser that the project in its entirety is in accordance with the West Bengal Apartment Ownership Act-----.

17.20 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 sign and delivered this agreement with all the schedules along with the payments due as stipulated 9in the payment plan within 30 days from the date of received by the purchaser and secondly ,appears for registration of the same before the concerned registrar and as an when intimated by the purchaser. If the purchaser fails to execute and delivered to the developer this agreement within 30 days from the date of its received by the purchaser and/or appear before the registrar for its registration as and when intimated by the developer ,then the developer shall served a notice to the purchaser for rectifying the default, which if not rectified within 30 days from the date of its receipt by the purchaser ,application for the purchaser shall be treated as cancelled and all sums deposited by the purchaser in connection therrre with

including the booking amount shall be return to the purchaser without any interest or compensation whatsoever.

17.21 Both the parties agree that they shall execute, acknowledge and delivered to the other such instruments and take such other actions in addition to the instrument and actions specifically provided for herein ,as may be reasonably required in order to effectuate the provisions of this agreement or any transaction contemplated here in or to confirm or perfect any right to be created or transferred hereunder or person to any such transaction.

ARTICLE XVIII-DEVELOPER REPRESENTATION AND WARRENTIES.

ARTICLE-XVIII • NOTICE

18.1 ALL notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 5th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

18.2. 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 Purchasers

ARTICLE-XXII - ARBITRATION

18.1 In the event of any disputes, differences, controversies and questions directly or indirectly arising out of this Agreement at any time hereafter between the Parties hereto or between the Developer and the Purchaser(s), all such disputes and differences shall be settled amicable by mutual discussion, failing which the same shall be referred to the sole arbitration of Mror any person nominated by him/her (hereinafter referred to as the ARBITRATOR) and the same shall be deemed to be a reference within the meaning of the Arbitration &

Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

ARTICLE-XIX- JURISDICTION

19,1 Courts at Kolkata alone shall have exclusive jurisdiction to entertain and try all actions, suits and proceedings arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

SAID PREMISES

All That piece and parcel of Bastu land hereditaments admeasuring an area of 70 (Seventy) Decimals, be the same or little more or less lying and situated at Mouza Sukpukur, J.L. No. 30, Re. Sa. No. 223, Touzi No. 147, comprises in R.S. & L.R. Dag No. 132 and L.R. Khatian No. 480 within the local limits of Beonta –I No. Gram Panchayet, Police Station : Kolkata Leather Complex (K.L.C.), within the jurisdiction of Additional District Sub Registrar, Bhangore, District South 24 Parganas.

On the North : R. S. & L. R. Dag No.

On the South : R. S. & L. R. Dag No.

On the East : R. S. & L. R. Dag No.

On the West : R. S. & L. R. Dag No.

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRSTLY ALL THAT the Flat No. on the **floor** of the said Building Tower No. '.....’ at the said premises admeasuring a carpet area of sq. ft., built up area whereof being sq. ft .super built-up area whereof being sq. ft. (more or less] **AND SECONDLY ALL THAT** the exclusive right over and in respect of **ALL THAT** the number of open/Covered car parking space in the ground floor/number of covered car parking space in the ground floor/number of covered car parking space in the basement to be allotted to the Purchaser **TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share in all Common Parts Portions and Facilities

to be comprised in the said Building attributable and/or allocable to the said Flat AND **TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share of the land in the said Premises attributable and/or allocable to the said Flat.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS AND PORTIONS UTILITIES AND AMENITIES)

1. The Land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Project (but not part of any Flat), for the common use of all Flats or by all Flats owners necessary or convenient for the existence, maintenance or use of the property as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere
3. All structural floor assemblies including the underside of such assembly ceiling
4. All exterior walls of the building including the exterior limestone facade of the building and the structural masonry walls
5. All windows, window frames, casements and mullions
6. All central and appurtenant installations for services such as electricity, generator (with space required for installation of the same], telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Elements or in Flats) and all other mechanical equipment spaces (except those which are contained in any Flats) which serve or benefit all owners or other general common elements
7. Staircase on all the floors lobbies corridors.
8. Staircase landings and lift landings on all floors.
9. Lift wall with lift machine room.
10. Lift plant/car installation.
11. Ultimate Roof and Boundary Walls

12. Overhead water tank (domestic fire fighting) underground water reservoir water pipes and other common plumbing installation.
13. Electrical wiring meters and fittings in the common areas.
14. Drainage and sewerage.
15. Fire Fighting system installation and allied equipment.
16. Passage pathways driveways and entrance.
17. All shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats or all Flat owners

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. REPAIRING rebuilding repainting improving or other treatment as may be necessary for keeping the said Housing Complex and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof including the Common Areas Parts And Portions And Facilities.
2. PAINTING with quality paint as often as may (in the opinion of the Association/Holding Organisation] be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Housing Complex and the external surfaces of all exterior doors of the Buildings and decorating and colouring all such parts of the Housing Complex as usually are or ought to be.
3. KEEPING the gardens and grounds of the Entire property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. KEEPING the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. PAYING a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Entire property.
6. PAYING such workers as may be necessary in connection with the upkeep of the Entire project.
7. INSURING any risks.
8. CLEANING as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts pathways passages landing and stair cases and all other common parts of the building.
9. CLEANING as necessary of the areas forming parts of the Entire property.
10. OPERATING maintaining and (if necessary) renewing the lighting apparatus and other Common Areas Parts And Portions And Facilities from time to time of the Entire property and providing such additional lighting apparatus
11. MAINTAINING and operating the lifts, generator and other Common Areas Parts And Portions And Facilities.
- 12. PROVIDING** and arranging for the emptying receptacles for rubbish.
13. PAYING all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Buildings or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Flat.
14. ABATING any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Flat.
15. GENERALLY managing and administering the development and protecting the Common Areas Parts And Portions And Facilities in the Buildings and for that

purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Flat.

16. EMPLOYING various staff for managing the maintenance either by the FMC/Developer or by the Association

17. EMPLOYING qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

18. COMPLYING with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Developer/occupier of any Flat.

19. THE Purchase maintenance renewal and insurance of equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.

20. ADMINISTERING the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

21. THE provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.

22. SUCH time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(SCHEME OF PAYMENT OF TOTAL CONSIDERATION AMOUNT)

The Total Amount of consideration agreed to be paid by the Purchaser is Rs.____
_____ /- (**Rupees**only) (hereinafter referred to as the **TOTAL**

CONSIDERATION AMOUNT]. The Total Consideration Amount along with VRV AC Charges is to be paid in the manner following:

Event	Installments
On Agreement (less Booking Amount)	10%
On completion of Piling of the concerned Block	15%
On completion of Gr. Floor Roof Casting of the concerned Block	10%
On completion of 1st Floor Casting of the concerned Block	10%
On completion of 2nd Floor Casting of the concerned Block	10%
On completion of 3rd Floor Casting of the concerned Block	10%
On completion of 4th Floor Casting of the concerned Block	10%
On completion of Top Floor Casting of the concerned Block	10%
On completion of Brick work of the concerned Block	5%
On completion of Flooring of the concerned Block	5%
On or before the Date of Commencement of Liability	5%

THE SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

SL NO	LOCATION	SPECIFICATION	SIZE	MAKE
A. ROOMS				
1	FLOOR	VITRIFIED TILES	600X600MM	AGL/ EQV.
2	WALL & CEILING	POP FINISH		
B. KITCHEN				

1	WALL & CEILING	CERAMIC TILES UPTO TWO FEET ABOVE COUNTER LVL.	300X600MM	AGL/ EQV.
2	FLOOR	ANTISKID CERAMIC TILE	600X600MM	AGL/ EQV.
3	COUNTER	GRANITE COUNTER TOP		AS PER VENDOR
4	FITTINGS AND FIXTURES	STAINLESS STEEL SINK AND PROVISION FOR EXHAUST		NIRALI/ JAYNA/ EQV.
5	CP FITTINGS	SUPERIOR QUALITY CHROME FITTINGS		JAQUAR/CERA/ EQV.
6	WALL AND CEILING	POP FINISH		
C. TOILET				
1	WALL	DESIGNER CERAMIC TILES UPTO LINTEL LVL.	600X300MM	AGL/ EQV.
2	FLOOR	ANTISKID CERAMIC TILE	300X300MM	AGL/ EQV.
3	CP FITTINGS	SUPERIOR QUALITY CHROME FITTINGS		JAQUAR/ CERA/ EQV.
4	SANITARY	SUPERIOR QUALITY SANITARYWARE		JAQUAR/ HINDWARE/ PARRYWARE/CERA EQV.
D. DOORS AND WINDOWS				
1	ENTRANCE DOOR	WOODEN DOOR FRAME WITH 30MM DECORATIVE FLUSH DOOR SHUTTER		BWP GRADE
2	OTHER DOORS	WOODEN DOOR FRAME WITH 30MM FLUSH DOOR SHUTTER		BWP GRADE
3	WINDOW	POWDER COATED ALUMINIUM WINDOWS		AS PER SAMPLE APPROVED
E. RAILINGS				
1	BALCONY	MS RAILLING WITH EXTERIOR GRADE PAINT FINISH		AS PER DESIGN APPROVED
2	STAIR	MS RAILLING WITH EXTERIOR GRADE PAINT FINISH		AS PER DESIGN APPROVED
F. LOBBY				

1	FLOOR	VITRIFIED TILES	600X600MM	AGL/ EQV.
2	LIFT FACIA	GRANITE / VITRIFIED TILES	600X600MM	AGL/ EQV.
3	STAIR	GRANITE / KOTA STONE SLAB		AS SAMPLE APPROVED
G. ELECTRICAL				
1	SWITCHES	MODULER OF REPUTED BRAND WITH COPPER WIRING		LEGRAND/ HAVELS/ CRABTREE/ EQV.
2	AC POINT	AC POINTS IN LIVING ROOM AND BEDROOMS		
3	TV POINT	LIVING ROOM AND MASTER BEDROOM		
4	POWER BACK UP	DG		
H. SAFETY AND SECURITY				
1	INTERCOM	INTERCOM SYSTEM		
2	CCTV	SURVEILLANCE SYSTEM FOR ALL COMMON AREAS		
3	FIRE PROTECTION	MODERN FIRE FIGHTING AND ALARM SYSTEM (AS PER GOVT. REGULATIONS.)		

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

SIGNED AND DELIVERED by the

SELLER at Kolkata

in the presence of:-

1.

2.

SIGNED AND DELIVERED by the

DEVELOPER at Kolkata

in the presence of:-

1.

2.

SIGNED AND DELIVERED by the

PURCHASER at Kolkata

in the presence of:-

1.

2.