

AGREEMENT FOR SALE

THIS AGREEMENT made on this _____ day of December, Two
Thousand and Nineteen (2019).
Between

VENDORS:

(1) **SMT. SABITA DAS**, Having Permanent Account No- **FAUPD9444Q**, Aadhar No- 5159 4535 5574, daughter of Late- Radheshyam Nath, wife of- Shri. Arun Kumar Das, residing at- 72 Bag Para Main Road, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250, (2) **SMT. NAMITA NATH**, Having Permanent Account No-**BQKPN7657R**, Aadhar No- 3858 8858 9000, daughter of Late- Radheshyam Nath, wife of- Shri. Poritosh Nath, residing at- Magraganj Hansghara (CT) P.O & P.S- Magra, District- Hooghly, Pin- 712148 (3) **SMT. KRISHNA NATH**, Having Permanent Account No-**APFPN6427A** , Aadhar No- 4433 7916 7135, daughter of Late- Radheshyam Nath, wife of- Shri. Taraknath Nath, residing at- 469/A, 3No Natun Gram, Morepukur, , P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250, all are by faith- Hindu, by occupation- Housewife, by Nationality- Indian, in the state of West Bengal, (4) **SMT. ANJALI DAS**, Having Permanent Account No- **BJFPD7818G**, Aadhar No- 3447 7007 9398, daughter of Late-Shanti Ranjan Das, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at- 3/220 Dr. B.C.Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250 in the state of West Bengal, in the state of West Bengal, in the state of West Bengal, (5) **SHRI. AMAR DAS**, Having Permanent Account No- **CZJPD2570C**, Aadhar No-9529 2266 8011, son of Late-Shanti Ranjan Das, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at- 220 Dr. B.C. Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250, in the state of West Bengal, (6) **SHRI. KAMAL DAS**, Having Permanent Account No- **CZJPD2072F**, Aadhar No- 8287 1526 8496, son of Late-Shanti Ranjan Das, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at- 220 Dr. B.C.Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250 in the state of West Bengal, (7) **SMT. ANITA DAS**, Having Permanent Account No- **BYRPD6843C**, Aadhar No- 9529 2266 8011, wife of Late Bimal Krishna Das, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, (8) **SHRI. AMIT DAS**, having Permanent Account: **BIBPD4225N**, Aadhar No-8117 1849 4550, son of Late Bimal Krishna Das, by faith- Hindu, by occupation- Business, by Nationality- Indian, both are residing at- 3/220/6 Dr. B.C.Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250 hereinafter called the 'OWNER/VENDOR'. Represented by its Constituted Attorney **ANUMANS CONSTRUCTIONS PRIVATE LIMITED**, having Permanent Account Number- **AARCA0195J** being CIN No- **U45500WB2018PTC226567**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane P.O. Morepukur, P.S. Rishra, District – Hooghly, Pin- 712250, represented by its Directors namely (1) **SRI ANUP SAHA**, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation -Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250, (2) **SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250 by a Deed of Development Cum Power of Attorney dated 21st March 2018, which is duly registered in Book No-1, Volume number- 1903-2018, Pages no- 28630 to 28668, being no-190300586 for the year 2018 in the Office of the A.R.A-III, Kolkata West Bengal.

AND

DEVELOPER:

ANUMANS CONSTRUCTIONS PRIVATE LIMITED, having Permanent Account Number- **AARCA0195J** being CIN No- **U45500WB2018PTC226567**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane P.O. Morepukur, P.S. Rishra, District – Hooghly, Pin- 712250, represented by its Directors namely **(1) SRI ANUP SAHA**, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250, **(2) SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250. (which expression shall unless excluded by or repugnant to the context mean and include its heirs, executors, successors, administrators, representatives and assigns) herein after called the **"DEVELOPER/CONFIRMING PARTY"** of the **Second Part**.

AND**PURCHASER**

(if the Allottee is a company)

_____, (CIN No. _____) a company incorporated under the provisions of the companies Act, (1956 or the Companies Act, 2013, as the case may be), having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhar No _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

or

(if the Allottee is a Partnership)

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____), represented by its authorized partner (Aadhar No _____) duly authorized vide hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

Or

(if the Allottee is an individual)

Mr./Mrs _____ (Aadhaar No _____) son/daughter of _____ aged _____ about _____ residing at _____ (PAN _____) hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

OR

Mr. _____ (Aadhar No _____) son of _____ aged _____ about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at _____ (PAN _____) hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individual as a “Party”.

Definitions – Unless, in this agreement, there be something contrary or repugnant to the subject or context

- (i) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (ii) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (iii) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (iv) **“section”** means a section of the Act.
- (v) **“Vendors”** shall mean (1) **SMT. SABITA DAS**, (2) **SMT. NAMITA NATH**, (3) **SMT. KRISHNA NATH**, (4) **SMT. ANJALI DAS**, (5) **SHRI. AMAR DAS**, (6) **SHRI. KAMAL DAS**, (7) **SMT. ANITA DAS**, (8) **SHRI. AMIT DAS**, and include its respective its successor or successors-in-office and/or assigns;
- (vi) **“Developer”** shall mean **ANUMANS CONSTRUCTIONS PRIVATE LIMITED**, and include its successor or successors-in-office and/or assigns;
- (vii) **“Purchaser”** shall mean one or more purchasers named above and include:-
 - a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - c. in case of a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - d. in case of a Company, its successors or successors-in-office and/or assigns;
 - e. in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- (viii) **“Association”** shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes having such rules regulations

and restrictions as be deemed proper and necessary by the Developer but not inconsistent with the provisions and covenants herein contained;

- (ix) **“Building Plan”** shall mean the plan for construction of the New Buildings sanctioned by the Rishra Municipality vide Plan No. - _____ dated _____ and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Vendors and the Developer with the approval of the Architects and/or the concerned authorities;
- (x) **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities comprised in and for the Building and the said Property as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser in common with the Vendors and other persons permitted by the Vendors and/or the Developer and save and except the same, no other part or portion of any individual Building or the said Property shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co-owner/s;
- (xi) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (xii) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said Property and the New Building and in particular the Common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common;
- (xiii) **“Co-owners”** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendor for those Units not alienated or agreed to be alienated by the Vendor;
- (xiv) **“Complex”** shall mean and include the said Property and the New Building with the Common Areas and Installations;
- (xv) **“Designated Unit”** shall mean the Unit described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
- (xvi) **“Exclusive Balcony/Verandah/Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah and/or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Purchaser.
- (xvii) **“Extras & Deposits”** shall mean the costs and deposits specified in **Clause 1.3.1** herein to be paid by the Purchaser to the Developer in the manner hereinafter provided;

- (xviii) **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Developer or the Co-owners as the case may be in terms of the clause 8 and its sub-clauses;
- (xix) **“New Building”** shall mean the Ground plus 4 upper storey building to be constructed by the Developer at the said Property;
- (xx) **“Parking Spaces”** shall mean the spaces in the Complex expressed or intended by the Vendor to be used for parking of motor cars, two wheelers etc.,
- (xxi) **“Said Property”** shall mean the property described in the **FIRST SCHEDULE** hereunder written;
- (xxii) **“Said share in the land”** shall mean the proportionate undivided indivisible share in the land comprised in the said Property;
- (xxiii) **“Units”** shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said Property capable of being exclusively held used or occupied by a person;
- (xxiv) **“Force Majeure”** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Complex such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Complex resulting in stoppage or suspension of work or sale of Units in the Complex for a continuous period exceeding 30 (thirty) days.
- (xxv) words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; Similarly words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**;
- (xxvi) words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

WHEREAS

- A. One Radheshyam Nath Son of Late Radha Gobinda Nath, became the absolute owner of one piece and parcel containing an area of 04 Katha 00 chattak and 00 sq.fts be a little more or less comprised in E/P No- 219, C.S.Plot No- 1804 (Part), Khatian No. 3433, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the First Schedule hereunder by a written virtue of a registered deed of gift which is recorded in Book No- 1, Volume No- V, Pages No- 289 to 294 ,Being number 249 for the year 1987 registered before the office of A.D.S.R Serampore under District- Hooghly.
- B. The abovenamed RadheShyam Nath died intestate on 13.04.2005, leaving behind his three daughters namely **Smt. Sabita Das, wife of Shri. Arun Kumar Das, (2) Smt. Namita Nath, wife of Poritosh Nath, (3) Smt. Krishna Nath**, as his legal heirs and successors in respect of his above mentioned First Schedule Property.
- C. By a Development Agreement dated 10th December 2019 made between the Vendors No 1 to 3 herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with **Additional Registrar of Assurances-III, Kolkata in Book I Volume No.1903-2018 Pages 118202 to 118250 Being No.190303031 for the year 2018, and subsequently entered into a Development Power of Attorney dated 18TH December, 2018, registered in Additional Registrar of Assurances-III, Book No- IV, Volume No: 1903-2019, Pages No: 19237-19277, being No- 190307716 for the year 2018**, the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.
- D. One Malina Rani Das, wife of Late Shanti Ranjan Das became the absolute owner of one piece and parcel containing an area of 04 Katha 00 chattak and 00 sq.fts be a little more or less comprised in LOP No- 220, C.S.Plot No- 1804, Khatian No. 3433, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the First Schedule hereunder by a written virtue of a registered deed of gift which is recorded in Book No- 1, Volume No- III, Pages No- 253 to 258 ,Being number 143 for the year 1988 registered before the office of A.D.S.R Serampore under District- Hooghly.
- E. The abovenamed Malina Rani Das died intestate on 29.06.1994, leaving behind his one daughter namely **Smt. Anjali Das, and three sons namely (1) Shri. Bimal Krishna Das (2) Shri. Kamal Das, and (3) Shri. Amar Das** as his legal heirs and successors in respect of her above mentioned Part-II of First Schedule Property.
- F. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 4 became the owner of ALL THAT piece and parcel of land measuring about 1 katha be a little more or less with 120 sq. ft of Tin

Shed comprised in LOP No- 220, C.S.Plot No- 1804, Khatian No. 3433, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the part-II (a) of First Schedule and By a Development Agreement dated **18th day of June, 2019** made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with ADSR SREERAMPORE, in **Book I Volume No.0605-2019 Pages 76070 to 76118 Being No.060502620 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019, Book IV, Volume No.0605-2019 Pages 79794 to 79823 Being No.06052692 for the year 2019**, the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.

- G. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 5 became the owner of ALL THAT piece and parcel of "Bastu" land measuring an area about 01 Katha 00 chattak and 00 sq.ft. be a little more or less and with 120 sq.ft. R T SHED structure, comprised in LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly and By a **Development Agreement dated 18TH Day of June, 2019** made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with ADSR SREERAMPORE, in **Book I Volume No.0605-2019 Pages 76020 to 76069 Being No.060502619 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019, Book IV, Volume No.0605-2019 Pages 79731 to 79760 Being No.060502690 for the year 2019** the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.
- H. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 6 became the owner of 01 Katha 00 chattak and 00 sq.ft. be a little more or less and with 120 sq.ft. R T SHED structure, comprised in LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly By a Development Agreement dated 18th day of June 2019 made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other

part and registered with ADSR SREERAMPORE, **Book I Volume No.0605-2019 Pages 76020 to 76069 Being No.060502619 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019, Book IV, Volume No.0605-2019 Pages 79731 to 79760 Being No.060502690 for the year 2019** the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.

- I. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 7 & 8 became the owner of 01 Katha 00 chattak and 00 sq.ft. be a little more or less and with 120 sq.ft. R T SHED structure, comprised in LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly By a Development Agreement dated 18TH day of June, 2019 made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with ADSR SREERAMPORE, in **Book I Volume No.0605-2019 Pages 76119 to 76166 Being No.060502621 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019, Book IV, Volume No.0605-2019 Pages 84695 to 84725 Being No.060502883 for the year 2019** the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.
- J. After the said agreement, the Vendor has filed a petition dated 15/07/2019 before the Rishra Municipality for amalgamation of the entire property and issue a single holding no of the above mentioned property, and the said Rishra Municipality amalgamated the entire property and issue a single holding number being 3/220/6 Dr. B.C.Roy Sarani, Rishra Hooghly.
- K. The Vendors got the plan for construction of the new building to be constructed at the said Property sanctioned from the Rishra Municipality vide Building Sanction Plan No. _____ dated _____.
- A. The Rishra Municipality has granted the commencement certificate to develop the Complex vide approval dated _____ bearing Registration No. _____.
- B. The Developer through the Vendors have obtained the final layout plan, sanctioned plan, specifications and approvals for the Complex. The Developer agrees and undertakes that it shall not make any changes to Building Plan except in strict compliance with section 14 of the Act and other laws as applicable.

- C. The Developer has registered the Complex under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no._____.
- D. The Purchaser having got himself fully satisfied about the title of the Vendors and the Developer to ALL THAT the Flat being Unit No. _____ containing a saleable/carpet area of _____ Square Feet (equivalent to built-up area of _____ Square feet and super built-up area of _____ **Square feet** more or less) on the _____ **floor of the Phase - _____** of the Complex at the said Property, and the said share in the Land and about the Complex and the Building Plans and also pro-rata share in the Common Areas and Installation in and for the building and the Complex as defined under clause (m) of section 2 of the Act and all right title and interest of the Vendors and the Developer (including those to be and remain excepted reserved unto them or any of them) as also morefully contained hereinafter.
- V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- W. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Complex;
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors and the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Designated Unit and the Car Parking Space.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows :

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendors and the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Designated Unit as specified in the Second Schedule hereunder written.
- 1.2 The ownership and enjoyment of the Designated Unit and the Appurtenances by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfilment and performance of the Rules and Regulations as morefully contained in the **FIFTH SCHEDULE** hereunder written.
- 1.3 The Total Consideration for the Designated Unit based on the carpet area is **Rs.** _____ ("The Consideration of Designated Unit")

Designated Unit No. Type____BHK Floor: Forth	Rate of Designated Unit per square foot of carpet area : Rs._____-/-
Cost of Designated Unit	Rs.. _____/-
Cost of exclusive balcony or verandah areas	Rs._____-/-
Cost of Car Park –	Rs._____-/-
Consideration for the Designated Unit	Rs._____-/-

1.3.1 The Total Extras and deposits in respect of Designated Unit is
Rs._____-/- (Rupees _____) only
("Total Extras and Deposits").

Extras and Deposits :	
Advance Maintenance Charges- This amount is payable as advance maintenance charges for the said Designated Unit	Rs._____-/-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Complex. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	Rs._____-/-
Transformer Charges & Electricity Charges- This amount is payable for the said Designated Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with WBSEDCL for providing and installing transformer at the said Complex.	Rs._____-/-
Provided the Purchaser shall pay the Deposit to _____ Ltd. directly on account of Individual Electrical Meter.	
Legal and Documentation Charges	Rs._____-/-
Association Formation Charges	Rs._____-/-

Forming Costs of Collapsible gate of the said unit.	Rs. _____/-
Charges of interior Birla wall Putty of the said unit.	Rs _____/-
Charges of Granite slab in the kitchen of the said unit	Rs _____/-
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Designated Unit for twelve months.	Rs. _____/-
Total Extras and Deposits (in Rupees)	Rs. _____/-

1.3.2 The Total Taxes (GST) paid in respect of Designated Unit is Rs. _____/- (Rupees _____) only ("Total Tax") however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Developer undertakes and confirms to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Developer to the Purchaser.

Explanation:

- i. *The Total Consideration of Designated Unit above includes the booking amount paid by the Purchaser to the Developer towards the [Designated Unit];*
- ii. *The Total Consideration of Designated Unit, Total Tax and the Total Extras & Deposits as mentioned in clause 1.3, 1.3.1 and 1.3.2 includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Complex payable by the Developer, by whatever name called) up to the date of handing over the possession of the Designated Unit/plot to the Purchaser and the complex to the association of Purchasers or the, competent authority, as the case may be, after obtaining the completion certificate:*

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

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

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Purchaser directly to the concerned Electricity Department

- iii. *The Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;*
 - iv. *The Total consideration of Designated Unit, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.3, 1.3.1 and 1.3.2 includes interalia recovery of price of land, construction of the Designated Unit, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Designated Unit/ Plot] and the Complex.*
 - v. **Documentation charges:** *The Purchaser shall bear and pay the legal and documentation charges mentioned in Clause 1.3.1 plus applicable taxes to Anand Jha & Co, Advocates.*
- 1.4 The Total Consideration of Designated Unit, Total Extras and Deposits and the Total Taxes as mentioned in Clause 1.3, 1.3.1 and 1.3.2 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 in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the said complex by the Authority as per the Act, the same shall not be charged from the Purchaser.
- 1.5 The Purchaser(s) shall make the payment as per the payment plan set out in Sixth Schedule hereunder written.
- 1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans common area and specifications and the nature of fixtures, fittings and amenities described herein at Third Schedule (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the designated unit, plot or building, as the case may be, without the previous written consent of the Purchaser as per the provisions of the Act ;
 Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

- 1.8 The Developer shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Consideration payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the designated unit, allotted to Purchaser, the Developer may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in the Sixth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.9 In case of any dispute on the measurement of the Carpet Area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.10 Subject to para 9.3 the Developer agrees and acknowledges, the Purchaser shall have the right to the designated unit as mentioned below :
- i) The Purchaser shall have exclusive ownership of the designated unit ;
 - ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the developer shall hand over the common areas to the association of purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - iii) That the computation of the price of the designated unit includes recovery of price of land, construction of [not only the Designated unit but also] the Common Areas, internal development development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the designated unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the designated unit and the Complex ;
 - iv) The Purchaser has the right to visit the complex site to assess the extent of development of the complex and his designated unit/plot, as the case may be.
- 1.12 It is made clear by the Developer and the Purchaser agrees that the designated unit along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Complex is an independent, self-contained Complex covering the

said property and is not a part of any other complex or zone and shall not form a part of and/or linked/combined with any other complex in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Complex's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Complex.

1.13 The Developer agrees to pay all outgoings before transferring the physical possession of the designated unit to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the complex). If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the designated unit to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.14 The Purchaser has paid a sum of **Rs. 15,000/- (Rupees Fifteen Thousand only)** as booking amount being part payment towards the Total Consideration of the designated unit at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the designated unit as prescribed in the Payment plan [Sixth Schedule] as may be demanded by the Developer within the time and in the manner specified therein;

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

2. **MODE OF PAYMENT:**

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

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

3.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would

enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Developer accepts no responsibility in regard to matters specified in paragraph 3.1 above. The Purchaser shall keep the Developer fully indemnified and harmless in this regard.

Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said designated unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the complex as disclosed at the time of registration of the complex with the Authority and towards handing over the designated unit to the Purchaser and the common areas to the association of purchasers or the competent authority, as the case may be.

6. CONSTRUCTION OF THE COMPLEX/DESIGNATED UNIT:

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the designated unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Third Schedule hereunder written which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities, layout plans, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules 2007 and as amended from time to time and shall not have an option to make any

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

7. POSSESSION OF THE DESIGNATED UNIT:

- 7.1 **Schedule for possession of the said designated unit** - The Developer agrees and understands that timely delivery of possession of the designated unit to the purchaser and the common areas to the association of purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the designated unit along with ready and complete common areas with all specifications, amenities and facilities of the complex in place within **31ST December, 2021**, unless there is delay or failure due to Force Majeure. If, however, the completion of the Complex is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Designated Unit:

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

- 7.2 **Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the designated unit, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the promotions, formalities, documentation on part of the Developer. The Purchaser, after taking possession, agree (so to pay the maintenance charges as determined by the Developer/association of purchasers, as the case may be, after the issuance of the completion certificate for the complex. The Developer shall hand over the occupancy certificate of the designated unit/plot, as the case may be, to the Purchaser at the time of conveyance of the same.
- 7.3 **Failure of Purchaser to take Possession of designated unit** – Upon receiving a written intimation from the Developer as per para 7.2, the Purchaser shall take possession of the designated unit from the Developer by executing necessary indemnities,

undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the designated unit to the Purchaser. In case the Purchaser falls to take possession within the time provided in para 7.2, such Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

- 7.4 **Possession by the Purchaser** – After obtaining the occupancy certificate and handing over physical possession of the designated unit to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, as per the local law:

Provided that, in the absence of any local law, the Developer shall hand over the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 7.5 **Cancellation by Purchaser/Developer** – a. The Purchaser shall have the right to cancel/withdraw his allotment in the Complex as provided in the Act.

Provided that where the Purchaser proposes to cancel/withdraw from the complex without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the purchaser shall be returned by the Developer to the Purchaser within 45 days of such cancellation.

b. The **Purchaser** shall strictly adhere the payment schedule as per **SIXTH SCHEDULE** of this agreement. The **Purchaser** shall make timely payment of installments/other payments as agreed and due performances/ strict observance of the terms and conditions of this agreement shall always be remain as the essence of this agreement and any default/ non- performance/ non- observance on the part of the **Purchaser** shall be treated as the breach of this agreement.

c. In the event the **Purchaser** fails to make payment of any amount/s and/or any other payment/s in terms of this agreement and/or fails to perform/ observe any of the terms and conditions agreed herein and the same continued for more than 30 days, the **Developer** reserve its right to terminate/ determine this agreement as its option by giving one month notice in writing to the **Purchaser** without assigning any reason. In such event the **Purchaser** shall cease to have any right/claim whatsoever from the date of such termination/ determination over the said flat and/ or any proportionate share appurtenant thereto. Upon such termination / determination the **Developer** shall be entitled to deduct 10% of the total consideration of the flat towards Service Charges/Cancellation Charges from installments/other payments paid by the **Purchaser** and refund the balance amount, if any. Apart from such service charges/cancellation charges the **Developer** shall also be entitled

to recover from the **Purchaser** all taxes/levies/fees/charges already paid in respect to the flat of the **Purchaser**. The **Purchaser** shall be entitled to get the refund only after the **Developer** sale the respective flat to any new purchaser. Under any such circumstances the **Developer** shall be free to do the needful and enter into Agreement for Sale/Deed of Conveyance with the new purchaser and in such event the **Purchaser** hereby agrees that all his/her/its right/ title/ interest created under this agreement shall stand relinquished in favour of the **Developer** with immediate effect and the **Purchaser** shall not have any right/claim to create any obstruction/hindrance over the respective flat and/or any proportionate share appurtenant thereto except to get the refund amount, if any,. In any such circumstances the maximum liability of the Developer shall always be limited to the refund amount as agreed herein, without any interest.

D. The Developer has the sole right to cancel the agreement of said designated unit before completion or handover the possession of said Unit.

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

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

Provided that where if the Purchaser does not intend to withdraw from the Complex, the Developer shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the designated unit which shall be paid by the Developer to the purchaser within forty five days of it becoming due.

8. **NOMINATION/TRANSFER BY THE PURCHASER:**

- 8.1 The Purchaser may, with the prior consent in writing of the Developer and against payment of a sum of Rs.150/- per Square Foot of the carpet area in respect of the Designated Unit in advance to the Developer, get the name of his nominee substituted in his place and stead in the records of the Developer as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the

sole risk and costs of the Purchaser and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser or its nominee.

- 8.2 The Purchaser shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges outgoings dues payable by the Purchaser to the Developer in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser from the Developer.

9. REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE DEVELOPER:

The Vendors and the Developer hereby represents and warrants to the Purchaser as follows:

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

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

10. **EVENTS OF DEFAULTS AND CONSEQUENCES:"**

- 10.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events :
 - i) Developer fails to provide ready to move in possession of the designated unit to the Purchaser within the time period specified in paragraph 8.1 or fails to complete the complex within the stipulated time disclosed at the time of registration of the complex with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the designated unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 10.2 In case 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 stops making payments the Developer shall correct the situation by completing the

construction milestones 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 purchase of the designated unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice

Provided that where an Purchaser does not intend to withdraw from the complex 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 designated unit, which shall be paid by the Developer to the Purchaser within forty five days of it becoming due.

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

- i) In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the 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 period beyond two consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the designated unit in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

11. **CONVEYANCE OF THE SAID DESIGNATED UNIT:**

The Developer, on receipt of Total Consideration of the Designated Unit, The Total Extras and Deposits and the Total Tax as mentioned in clause 1.3, 1.3.1 and 1.3.2 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the designated unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser:

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. However, in case the purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Purchaser.

12. MAINTENANCE OF THE BUILDING/DESIGNATED UNIT/COMPLEX:

The Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the complex by the association of Purchasers upon the issuance of the completion certificate of the complex. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in clause 1.3.1. In case the formation of the Association is delayed due no fault of the Developer; the Developer shall provide and maintain the essential services in the said Complex till the Association is formed and the said Complex is handed over to the Association and the Purchaser/s shall be liable to pay to the Developer or facility management company, the charges for such maintenance as fixed by the Developer at actuals..

13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services of any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession., it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event 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. Provided that the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Developer.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Designated unit, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove in this clause.

14. RIGHT TO ENTER THE DESIGNATED UNIT FOR REPAIRS:

The Developer/maintenance agency/association of purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the designated unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the (complex name), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and

service rooms, firefighting pumps and equipment set. And other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE DESIGNATED UNIT:

- 16.1 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendors and the Developer to the said Property and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the New Buildings and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto.
- 16.2 The Purchaser shall, after taking possession, be solely responsible to maintain the designated unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Designated unit or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions of the designated unit and keep the designated unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.3 The Purchaser shall have no connection whatsoever with the Coowners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Vendors' and the Developer's rights shall in no way be affected or prejudiced thereby.
- 16.4 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Complex, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the designated unit or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the designated unit.
- 16.5 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer

and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Purchaser for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer shall intimate the Purchaser of the dishonour of the cheque and the Purchaser would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs. 1500/- (Rupees Fifteen Hundred) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Purchaser comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer has no obligation to return the original dishonoured cheque.

18. RAISING OF FINANCE BY PURCHASER

The Purchaser may obtain finance from any financial institution/bank or any other source but the Purchaser's obligation to purchase the Designated unit pursuant to this Agreement shall not be contingent on the Purchaser's ability or competency to obtain such financing and the Purchaser shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Designated unit.

19. RAISING OF FINANCE BY DEVELOPER

The Purchaser understands and acknowledges that the said Property has been mortgaged by the Developer to _____ for securing the Loan availed by the Developer for the purpose of construction of the Complex on the said Property and the Purchaser takes notice that he/she/they is/are required to obtain a No Objection Certificate from _____ for creation of any encumbrances on the said Property. The Allotees agrees and undertakes that he/she/they shall not create any encumbrances over the said Designated unit till such time an NOC in writing is received from _____.

20. DEEMED POSSESSION

It is understood by the Purchaser that even if the Purchaser fails to take possession of the Designated unit within the date such possession is offered by the Developer, the Purchaser shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Purchaser takes physical possession of the Designated unit, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

- (i) The Designated unit shall be at the sole risk and cost of the Purchaser and the Developer shall have no liability or concern thereof;
- (ii) The Purchaser shall become liable to pay the Maintenance Charges in respect of the Designated unit and the Common Areas on and from the Possession Date;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Purchaser proportionate to his interest therein and those relating only to the Designated unit shall be borne solely and conclusively by the Purchaser, with effect from the Possession Date.
- (iv) All other expenses necessary and incidental to the management and maintenance of the Complex.

21. RIGHT OF PURCHASER TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES

The Purchaser hereby agrees to acquire the Designated unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Developer (or Association) and performance by the Purchaser of all his obligations in respect of the terms and conditions specified by the Developer or the Association from time to time.

22. ADDITIONS OR REPLACEMENTS

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Designated unit Acquirers in the Complex on pro-rata basis as specified by the Association. The Developer and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Purchaser agrees to abide by the same.

23. MAINTENANCE AND ASSOCIATION

23.1 Maintenance

Upon completion of the Complex the Developer will hand over its management for maintenance to the Association for which the Purchaser may be required to execute an agreement ("Maintenance Agreement") with the Association. The Purchaser will be required to complete the formalities of becoming a member of the Association. The Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Designated unit or common areas and facilities in the Complex.

In the event the Association has been formed but there is/are Designated units in the Building that are not sold by the Developer, till such time the unsold Designated units are not sold or transferred, all outgoings pertaining to the unsold Designated units shall be payable by the

Developer. Further the Purchasers and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Designated units to any of the prospective Purchasers.

For the enjoyment and maintenance of the common areas and facilities of the Complex, the Purchaser shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Developer and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Purchaser fails to pay: (i) the Purchaser shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Purchaser; and (iii) the Developer/Association shall adjust the unpaid amount from the Advance Maintenance Charges. If due to such adjustment the Advance Maintenance Charges falls below the six months average of the Maintenance Charges, then the Purchaser shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

23.2 Interim Maintenance Period:

During the interim maintenance period between obtaining of the completion certificate of such Complex and formation and operationalization of the Association the Developer shall through itself or through a facility management company to run, operate, manage and maintain the Common Areas.

The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Complex such as fire detection and protection and management of general security control of the Complex.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Purchasers are bound to follow the same.

After the Common Areas of the Complex are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

24. COVENANTS OF THE PURCHASER

Designated unit use

The Purchaser shall not use the Designated unit or permit the same to be used for purpose other than the purpose mentioned herein or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

Hazardous materials

The Purchaser shall not store in the Designated unit or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

Additions

The Purchaser shall not make any additions or alterations in the Designated unit or Building or cause damage to or nuisance in the Designated unit or Building or in the Complex in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Purchaser, then all necessary permissions from the authorities, if required, will be obtained by the Purchaser directly at his own cost. In any case the Purchaser shall not be entitled to carry out any structural changes in the Building and Designated unit.

Co-operation

The Purchaser shall at all times co-operate with the other purchasers/occupiers of the Units in the management and maintenance of the Designated unit and the New Buildings and the Complex.

Transfer

The Purchaser shall not transfer or sub lease the rights under this Agreement without prior written permission from the Developer till such time as all payments under this Agreement are cleared. The Developer shall retain the first right of refusal for such transfer of rights. Where the Developer does not exercise the above right of preemption then in that event transfer of rights before the completion and handover of the Designated unit, the Purchaser shall pay a transfer fee @ 1.5% of the Premium for the Designated unit then prevailing to the Developer. Such transfer however shall be permissible only if the first installment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Designated unit, the same shall be borne and paid by the Purchaser.

Common Rules

The Purchaser shall abide by and adhere to the Common Rules specified in **Fifth Schedule** herein from time to time.

Common Expenses

The Purchaser pay on due dates the Common Expenses specified in **Fourth Schedule** herein from time to time.

Construction Progress Linked Payment Plan

The Purchasers(s) acknowledges that he/her/it has chosen the “Construction Progress Linked Payment Plan” since it offers several advantages to the Purchasers(s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchasers. This significantly reduces the risk of the Purchasers as compared to the “Time Linked Payment Plan” option and the Purchasers has entered into this Agreement after taking into account the advantages and risks of the “Construction Progress Linked Payment Plan”.

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

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

26. ADDITIONAL CONSTRUCTIONS:

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

27. DESIGNATED UNIT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Developer has assured the Purchaser that the complex in its entirety is in accordance with the provisions of the Designated unit Ownership Act 1983.

28. BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to executed and deliver to the Developer this

Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking

amount shall be returned to the Purchaser without any interest or compensation whatsoever.

29. ENTIRE AGREEMENT:

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

30. RIGHT TO AMEND:

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

31. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALOTTEE/ SUBSEQUENT PURCHASERS:

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

32. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Complex, the same shall be the proportion which the carpet area of the designated unit bears to the total carpet area of all the [Designated unit/Plots] in the Complex.

34. FURTHER ASSURANCES:

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

35. PLACE OF EXECUTION:

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

36. NOTICES:

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

Purchaser : _____.

Purchaser Address: _____

(Developer Name)

Anumans Construction Pvt Ltd

(Developer Address)

3/216/A/12, Dr. B.C Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250.

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

37. JOINT PURCHASERS:

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.

38. SAVINGS:

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

39. GOVERNING LAW:

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

40. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 or as amended from time to time..

THE FIRST SCHEDULE ABOVE REFERRED TO: **(SAID PROPERTY OF VENDOR NO 1 & 3)**

ALL THAT piece and parcel of “Bastu” land measuring an area about 04 Katha 00 chattak and 00 sq.fts be a little more or less and with 100 sq.ft. R T SHED structure, comprised in LOP No- 219, C.S.Plot No- 1804 (part) R.S. Dag No- 8021, Khatian No. 3433, L.R. Dag No-12515, L.R. Khatian No- 9877, 19899, 19902, 20097, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/219/7 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : JAYSHREE TEXTILE
ON THE SOUTH : MUNICIPALITY ROAD
ON THE EAST : OTHERS PROPERTY
ON THE WEST : OTHERS PROPERTY

SAID PROPERTY OF VENDOR NO: 4

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly** in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

SAID PROPERTY OF VENDOR NO: 5

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 1771/8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly** in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

SAID PROPERTY OF VENDOR NO:6

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly** in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

SUIT PROPERTY OF VENDOR NO 7 & 8

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly** in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

TOTAL SAID PROPERTY AFTER AMALGAMATION

ALL THAT piece and parcel of “Bastu” land measuring an area about 08 Katha 00 chattak and 00 sq.fts be a little more or less and with 100 sq.ft. R T SHED structure, comprised in LOP No- 219, 220, C.S.Plot No- 1804 (part) R.S. Dag No- 8021, 8024, Khatian No. 3433, L.R. Dag No-12515, 12516, L.R. Khatian No- 9877, 19899, 19902, 20097, 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly, Ward No- XVI, in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : JAYSHREE TEXTILE

ON THE SOUTH : MUNICIPALITY ROAD

ON THE EAST : JAYSHREE TEXTILE

ON THE WEST : OTHERS PROPERTY

THE SECOND SCHEDULE ABOVE REFERRED TO: PART-I
(DESIGNATED UNIT)

The Unit no. _____ having carpet area of [____] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having

area of [] square feet aggregating to a Net area of _____ **square feet, type - _____, on _____ floor** in the Building ("Unit") in **PHASE- _____**, now in course of construction on the said Property **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

PART-II
(The floor plan of the Designated unit)

THE THIRD SCHEDULE ABOVE REFERRED TO:
PART-I

Common areas and facilities shall mean all those areas, passages and facilities situate outside the net area of the flat to be acquired/purchased by the **PURCHASER** but within the land area and which are necessary for the enjoyment of the flat(s) by the occupier/s thereof.

They are as follows:

1. Entrance corridor on the said floor.
2. Pump room, motor with corresponding electrical connection.
3. Stair case with stair ways, stair case landings leading from ground Second floor entrance to the roof.
4. Column, foundation, corridors, lobbies, stairs, stairs case, open roof terrace etc.
5. Landing and corridor on the said floor.
6. Stair room above roof level.
7. Passage leading to stair way on the said floor.
8. Semi underground reservoir.
9. Semi underground septic tank.
10. Water connection including main ferule.
11. Electric meter room/space, common electric meter with corresponding main switch common main line etc.
12. Security light in and around the building.
13. Boundary walls with pillars.
14. Main Gate/s to the entrance, open side spaces of the building etc.
15. Shower and soil line with pits and master trap within the main premises within which the building is situated.
16. Roof of the building with parapet walls columns railings & pipes and such other common parts, areas, equipments, installations, fittings, fixtures, covered and opens spaces in or about the said building as are necessary for common purposes.
17. Such other common parts, areas, equipments, installations, fixtures, fittings and space in or about the said building as are necessary for the use and

occupancy of the flat/unit in common as are specified by the Owner/Developer to be common parts after construction of the building.

PART-II

(Specifications as regards constructions of and fittings and fixtures to be provided in the Unit)

STRUCTURE

R.C.C framed structure as per design and specification of the Architect.

WALLS

Brick/RCC walls, both internal and external as per design and specification of the Architect.

INTERIOR FINISH.

Plaster of paris/Birla wall putty/Cement wash on all internal surfaces except where there is tile or stone cladding.

WINDOWS

All windows would have sliding/Casement Aluminium as per design and specification of the Architect.

DOORS

Flush door

Toilet Door

FLOORING

Living/Dinning room: Marble or Tiles as per Selection of the Purchaser.

Bed Rooms: Marble or Tiles as per Selection of the Purchaser.

Kitchen: Marble or Tiles as per Selection of the Purchaser.

Toilet: Marble or Tiles as per Selection of the Purchaser.

SANITARY

A. WC with showers and Wash Basin of Standard make.

B. Chromium plated fittings of standard make.

C. Provision for Hot & Cold lines in Toilets.

These shall be as per the design and specification of the **Developer**.

MATERIALS.

Ultra Tech Cement.

1No Super Brick

ELECTRICALS

Concealed Copper wiring would be provided in the flats as well as the circulation areas with adequate number of plug points and plastic moulded switches of standard make.

Other facilities like for A.C. wiring, Geezer and etc will have to bear the necessary cost by the **Purchaser**.

LIFT

6 passenger lift of reputed make in the Building.

WATER AND PLUMBING

Water Pump, water reservoir, water tanks, water pipes, and tube well as per the design and specification of the **Developer**.

COMMON

- A. All the inside common areas of the said building are to be finished with Birla Wall Putty.
- B. The said unit will have its own transformer.

PART-III

(Period of construction of Unit)

The Designated Unit described in PART-I of the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within **31ST December 2021**.

THE FOURTH SCHEDULE ABOVE REFERRED TO: (Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Building and of the Complex (including lifts, generators, intercom, transformer, water pump with motor, Club, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and of the Complex and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building and of the Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION :** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the Building against earthquake, damages,

- fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
 8. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.
 9. **OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or Developer and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO: (RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Vendor to use or permit any other Unit or portion of the Building to be used for non-residential purposes.
 - (b) unless the right of parking is expressly granted and mentioned in the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Property (including at the open spaces at the said Property). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall not park any vehicle of any description anywhere within the Complex save only at the place if agreed to be granted to him.
 - (c) Not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Designated Unit independent of the other to any other Coowner of the Building and none else.
 - (d) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building save at the place as be approved or provided by the Developer and/or the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.
 - (e) to apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Rishra Municipality within 06 (six) months from the date of possession.
 - (f) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the

Building passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building.

- (g) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- (h) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the New Building and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- (i) not to commit or permit to be committed any alteration or changes in, or draw from outside the Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Complex.
- (j) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Complex and the Premises and other Common Purposes.
- (k) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Property free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Property.
- (l) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Rishra Municipality, WBSEDCL, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Complex.
- (m) not to alter the outer elevation of the New Building or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and

taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in charge, interest at the rate of _____% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) disconnect the supply of electricity to the Designated Unit.
- b) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Unit.
- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO :
(PAYMENT PLAN)

The said total consideration of _____ **only** mentioned in **Clause 1.3**, hereinabove and the aggregate sum of Rs. _____ towards the specified extras and deposits mentioned in **Clause 1.3.1** hereinabove totaling to Rs. _____ shall be paid by the Purchaser to the Developer in installments as follows:

On Booking 20% or more or less of the Total consideration amount received on Booking	Rs. _____/-
Upon Completion of Casting of respective unit 20% of the Total consideration amount.	Rs
Upon Completion of Brick Work 20% of the Total consideration amount.	Rs
At the time of Inside Plaster and Brick work of the Building 15% of the Total Consideration amount.	Rs
At the time of Outside Plaster and interior finishing of the Building 15% of the Total Consideration amount.	Rs
Balance 10% of the Total Consideration within the delivery of the possession or registry of the said unit.	Rs
<u>TOTAL</u>	Rs. _____ /-

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

**SIGNED SEALED AND
DELIVERED** by the above named
VENDORS at Kolkata in the
presence of:

**SIGNED SEALED AND
DELIVERED** by the above named
DEVELOPER at
Kolkata in the presence of:

**SIGNED SEALED AND
DELIVERED** by the above named
PURCHASER at
Kolkata in the presence of: